



# भारत का राजपत्र The Gazette of India

प्रसिद्ध करने के अधिकार  
PUBLISHED BY AUTHORITY

सं० 26]

नई दिल्ली, शनिवार, जून 30, 2001/आषाढ़ 9 1923

No. 26]

NEW DELHI, SATURDAY, JUNE 30, 2001/ASADHA 9, 1923

इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

कार्मिक, लोक-शिकायत तथा पेशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 14 जून, 2001

का आ 1458.—केन्द्र सरकार, दिल्ली विशेष पुलिस  
स्थापना अधिनियम, 1946 (1946 का अधिनियम नं० 25)  
की धारा 6 के साथ पठित धारा 5 की उप-धारा (i)  
द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र सरकार  
की दिनांक मई 16, 2001 की अधिसूचना नं० सी-II-  
04/2001/1700/पी.ओ.एन-12 द्वारा प्राप्त महाराष्ट्र  
राज्य सरकार की सहमति से, चार तैयारों की खाले  
जब्त किए जाने के बारे में केन्द्रीय अन्वेषण ब्यूरो, नई  
दिल्ली की एस आई यू XI में दर्ज अपराध नं० आर सी  
एस आई बी 2001 में, अन्य जीव (संरक्षण)  
अधिनियम 1972, (1972 की संख्या 53) की धारा 51 के  
साथ पठित धारा 49-अ के तहत दंडनीय अपराधों के  
अन्वेषण और उन्निहित वर्णित एक अपराध अधिक अपराधों

से संबंधित अथवा सतत प्रदत्तों, दुष्प्रेरणों और पक्षधरों  
तथा उन्हीं तथ्यों में उद्भूत उसी सव्यवहार के अनुक्रम  
में दिये गये किसी अन्य अपराध का अन्वेषण करने के  
लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों  
और अधिकारिता का विस्तार एतद्वारा संपूर्ण महाराष्ट्र  
राज्य के संबंध में करती है।

[सं 228/36/2001-ए बी डी -II]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSION

(Department of Personnel & Training)

New Delhi, the 14th June, 2001

S.O. 1458.—In exercise of the powers conferred  
by sub-section (1) of Section 5 read with Section 6 of  
the Delhi Special Police Establishment Act, 1946  
(Act No 25 of 1946), the Central Government with

the consent of the State Government of Maharashtra vide Notification No. CII-04/2001/170A/Pol-12 dated 16th May, 2001 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Maharashtra for investigation of offences punishable under section 49-B read with section 51 of Wildlife (Protection) Act, 1972 (No. 53 of 1972) registered in SIUXI Branch of CBI, New Delhi vide Crime No. RC-SIB 2001 E0003 dated 21-3-2001 relating to seizure of 4 Leopard skins, attempts abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence committed in the course of the same transaction arising out of the same facts.

[No. 228/36/2001-AVD.II]

HARI SINGH, Under Secy.

नई दिल्ली, 19 जून, 2001

का.आ. 1459— केन्द्रीय सरकार एनद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/10/पिसीआर/2001 दिनांक 20-02-2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सूचना में दिल्ली विशेष पुलिस स्थापना, के. आ. ब्यूरो, एसीबी, बंगलूर में दर्ज मामला आरसी सं. 4(ए)/2001-बंगलूर दिनांक 05-03-2001 में (1) श्री ए. मनोहरन, डी/आ डी/आई आउटस्टैंडिंग, बीएमएमएन, कोल्स रोड, बंगलूर (2) श्री खलीमुल्ला सं. 96/5, सेंट जॉन्स चर्च रोड, फ्रेजर टाउन, बंगलूर एवं अन्य के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-बी, 420 तथा भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(2) सहपठित धारा 13(1) (डी) के अर्थात् दंडनीय अपराधों तथा उचित अपराधों में से एक अथवा अधिक में संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्र तथा उनी संयन्त्रहार के अनुक्रम में किए गए अथवा उन्ही तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारों का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/29/2001-ए.बी.डी.-II(i)]

हरि सिंह, अवर सचिव

New Delhi, the 19th June, 2001

S.O. 1459.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act. No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/10/PCR/2001, dated 20-02-2001, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka

for investigation of offence, punishable under section 120 B, 420 of Indian Penal Code, 1860 and 13 (2) read with 13 (1) (d) of the Prevention of Corruption Act, 1988, and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against (1) Sh. A. Manoharan, D/o DE outdoor, BSNL, Coles Road, Bangalore (2) Shri Khalimulla, No. 96/5, St. Johns Church Road, Frazer Town, Bangalore and other registered with DSPE/CBI/ACB Bangalore vide RC-4 (A) 2001-BLR dated 5-3-2001.

[No. 228/29/2001-AVD. II (i)]

HARI SINGH, Under Secy.

नई दिल्ली, 19 जून, 2001

का.आ. 1460— केन्द्रीय सरकार एनद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/18/पीसीआर/2001 दिनांक 05-03-2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सूचना में दिल्ली विशेष पुलिस स्थापना, के. आ. ब्यूरो, एसीबी, बंगलूर में दर्ज मामला आरसी सं. 5(ए)/2001-बंगलूर दिनांक 08-03-2001 में (1) श्री हरिक राजा महेन्द्रन, प्रोफराइटर मैमर्ज रेल्स कम्प्यूटिकेशन, बंगलूर (2) श्री पी. बी. जैतव, निदेशक, मैमर्ज पासपोर्ट कम्प्यूटिकेशन इडिटा प्रा. लिमिटेड चेन्नई-6 तथा भारत संचार निगम लिमिटेड, बंगलूर के अर्थात् अधिकारियों एवं अन्यो के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-बी सहपठित धारा 420 तथा भारतीय दार अधिनियम, 1885 की धारा 20 सहपठित धारा 4 और भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(2) सहपठित धारा 13(1) (डी) के अर्थात् दंडनीय अपराधों तथा उपर्युक्त अपराधों में से एक अथवा अधिक में संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षडयंत्र तथा उनी संयन्त्रहार के अनुक्रम में किए गए अथवा उन्ही तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारों का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/29/2001-ए.बी.डी.-II(ii)]

हरि सिंह, अवर सचिव

New Delhi, the 19th June, 2001

S.O. 1460.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide notification No. HD/18/PCR/2001,

dated 5-03-2001, hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under section 120B, read with 420 of Indian Penal Code, 1860 and 20 read with section 4 of Indian Telegraph Act, 1885 and section 13(2) read with 13(1)(d) of the Prevention of Corruption Act, 1988, and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out, of the same facts against (1) Sh. Eric Raja Mahendran proprietor M/s. Relders Communication, Bangalore (2) Sh. P. V. Jacob, Director, M/s. Passport Communication India Pvt. Ltd., Chennai-6 and unknown officials of Bharat Sanchar Nigam Ltd., Bangalore and other registered with DSPE/CBI/ACB, Bangalore vide RC. 5 (A)/2001-BLR dated 8-3-2001.

[No. 228/29/2001-AVD. II (ii)]  
HARI SINGH, Under Secy.

नई दिल्ली, 19 जून, 2001

का.आ. 1461 :—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र राज्य सरकार की अधिसूचना सं. सी II-04/2001/170/पोल-12 दिनांक 16-5-2001 द्वारा प्राप्त महाराष्ट्र राज्य सरकार की सहमति से बाघ की खालों, खोपड़ियों, बाघ की हड्डियों आदि की जन्ती के संबंध में एम्प्राईज-11 शाखा, के. आ. ब्यूरो, नई दिल्ली में दर्ज अन्तर्ग्राम मामला सं. आरसी एम्प्राईज 2001 ई 0002 दिनांक 21-3-2001 में बन्द जीव (संरक्षण) अधिनियम (1972 का अधिनियम सं. 53) की धारा 49-बी समितित धारा 51 के अन्तर्गत वंशनीय अन्तर्गत तथा उपर्युक्त आराधो में से एक अथवा अधिक से संबंधित अथवा संलग्न प्रदानों, दुष्क्रेणों और पडयंत्र तथा उसी संबंधवहार के अनुक्रम में किए गए, उन्ही तथ्यों से उद्भूत किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण महाराष्ट्र राज्य पर करती है।

[सं. 228/36/2001-प.वी.डी.-II]

हरि सिंह, आर सचिव

New Delhi, the 19th June, 2001

S. O. 1461.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act, No. 25 of 1946), the Central Government with the consent of the State Government of

Maharashtra vide Notification No. CII-04/2001/170/Pol-12 dated 16th May, 2001 hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment to the whole of the State of Maharashtra for investigation of offences punishable under section 49-B read with section 51 of Wildlife (Protection) (Act No. 53 of 1972) registered in SIU, XI Branch of CBI, New Delhi vide Crime No. RC-SIB 2001 E 0002 dated 21-3-2001 relating to seizure of Tiger skins, skulls, bones of Tiger etc., attempts abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence committed in the course of the same transaction arising out of the same facts.

[No. 228/36/2001-AVD. II]

HARI SINGH, Under Secy.

विन मन्त्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 6 जून, 2001

का.आ. 1462 :—सामान्य जानकारी के लिये यह अधिसूचित किया जाता है कि केन्द्र सरकार नीचे पैरा (3) में उल्लिखित उद्यमों को आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23घ) के प्रयोजनों के निर्धारण वर्ष 2001-2002, 2002-2003 तथा 2003-2004 के लिये अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अन्तर्गत है कि—

- (1) उद्यम आयकर नियमावली, 1962 के नियम 28 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23घ) के प्रावधानों के अनुरूप होगा और उनका अनुपालन करेगा,
- (2) केन्द्र सरकार इस अनुमोदन को वापस ले लेगी यदि उद्यम —
- (क) अवसंचनात्मक सुविधा को जारी रखना बन्द कर देता है; अथवा
- (ख) खाता बहियों का रख-रखाव करने तथा आयकर नियमावली, 1962 के नियम 28 के अधिनियम (7) द्वारा यथावधि लिखा लेखा परीक्षा ऐसे खातों की चेखा परीक्षा कराने में असमर्थ रहता है, अथवा
- (ग) आयकर नियमावली, 1962 के नियम 28 के अधिनियम (7) द्वारा यथावधि लिखा परीक्षा रिपोर्ट प्रस्तुत करने में असमर्थ रहता है।

## 3. अनुमोदित उद्यम हैं :—

- (1) मुख्य अभियंता, कनाटक ग्रहरी जल आपूर्ति तथा जल अपवहन बोर्ड तथा मैसर्स एस एम एस पर्यावरण (पी) लि., 216, वट्स मार्केट (शिव बाजार के पीछे) पीलम्पुरा, दिल्ली-110034 के बीच विनॉक 13 अक्टूबर, 2000 के करार के अन्तर्गत मैसर्स एस एम एस पर्यावरण (प्रा.) लि. द्वारा खेत के रूप में कावेरी के साथ के आर. नगर टाउन की जल आपूर्ति स्कीम का विस्तार। [फा.सं. 205/97/99-आई टी ए-II, खंड-II]
- (2) बृहन्मुंबई महानगर पालिका द्वारा यथा अनुमोदित मैसर्स ग्रुप हाऊसिंग डेवलपमेंट कॉर्पोरेशन प्राइवेट लि., भूतल, धीरज विहार, सर्विस रोड, गांव मोगरा, जोगेश्वरी (पूर्व) मुम्बई-400060 द्वारा धीरज प्रेसीडेंसी हाऊसिंग प्रोजेक्ट, मलाड़ का विकास। [फा.सं. 205/22/2001-आई टी ए-II]
- (3) ग्रैंटर मुम्बई नगर निगम द्वारा यथा अनुमोदित पृथ्वी रियाल्टर एंड कैपिटल प्रा. लि., पैरामाऊंट पाली आर्केड, पाली नाका बांद्रा (पश्चिम) मुम्बई-400050 द्वारा मलाड़, मुम्बई स्थित धीरज कीर्ति हाऊसिंग परियोजना का विकास। [फा.सं. 205/25/2001-आई टी ए-II]
- (4) बृहन्मुंबई महानगर पालिका द्वारा यथा अनुमोदित से वायर लैंड डेवलपमेंट प्रा. लि., भूतल, धीरज अपार्टमेंट पी.पी. डायर कम्पाउंड, नटवर नगर रोड सं. 01, जोगेश्वरी (पूर्व) मुम्बई-400060 द्वारा गांव मेगाथाने बोरीवाले (पूर्व) मुम्बई स्थित धीरज उपवन हाऊसिंग प्रोजेक्ट का विकास। [फा.सं. 205/26/2001-आई टी ए-II]
- (5) बृहन्मुंबई महानगर पालिका पैरामाऊंट पाली आर्केड, पाली नाका, बांद्रा (पश्चिम), मुम्बई-400050 द्वारा यथा अनुमोदित मैसर्स आदाम डिवलपर एंड कंस्ट्रक्शन प्रा. लि. द्वारा बोरीवाले, मुम्बई स्थित धीरज प्रेसीडेंसी हाऊसिंग प्रोजेक्ट का विकास। [फा.सं. 205/27/2001-आई टी ए-II] [अधिसूचना सं. 141/2001/फा.सं. 205/27/2001-आई टी ए-II]

कमलेश वाण्ये, अवर सचिव

## MINISTRY OF FINANCE

(Department of Revenue)

## CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 6th June, 2001

S.O. 1462.—It is notified for general information that enterprises listed at para (3) below have been

approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2001-2002, 2002-2003 and 2003-2004.

## 2. The approval is subject to the condition that :—

- (i) the enterprise will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise :—
  - (a) ceases to carry on infrastructure facility; or
  - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or
  - (c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

## 3. The enterprises approved are :

- (i) Augmentation to Water Supply Scheme to K. R. Nagar Town with Cauveri river as source, by M/s. S. M. S. Paryavaran (P) Ltd., under the agreement dated 13th October, 2000 between Chief Engineer, Karnataka Urban Water Supply and Drainage Board and M/s. S. M. S. Paryavaran (P) Ltd., 216, Vats Market (Behind Shiva Market), Pitampura, Delhi-110 034. (F. No. 205/97/99-ITA-II, Vol. I).
- (ii) Development of Dheeraj Presidency Housing Project at Malad, Mumbai by M/s. Group Housing Development Corporation Private Limited, Ground Floor, Dheeraj Vihar, Service Road, Village Mogra, Jogeshwari (East), Mumbai-400 060 as approved by the Brihanmumbai Mahanagar Palika (F. No. 205/22/2001-ITA-II).
- (iii) Development of Dheeraj Kirti Housing Project at Malad, Mumbai by M/s. Prithvi Realtor & Capital Private Limited, Paramount, Pali Arcade, Pali Naka, Bandra (West), Mumbai-400 050, as approved by the Municipal Corporation of Greater Mumbai. (F. No. 205/25/2001-ITA-II).
- (iv) Development of Dheeraj Upvan Housing Project at Village Magathane Borivale (East), Mumbai by M/s. Sappire Land Development Private Limited, Ground Floor, Dheeraj Apartments, P. P. Dias Compound, Natwar Nagar, Road No. 1, Jogeshwari (East),

Mumbai—400 060 as approved by the Brihanmumbai Mahanagar Palika, (F. No. 205/26/2001-ITA-II).

- (v) Development of Dheeraj Presidency Housing Project at Borivalle, Mumbai by M/s. Awas Developers & Constructions Private Limited, as approved by the Brihanmumbai Mahanagar Palika, Paramount Pali Arcade, Pali Naka, Bandra (West), Mumbai—400 050, (F. No. 205/27/2001-ITA-II).

[Notification No. 141/2001/F. No. 205/27/2001-ITA-II]

KAMLESH C. VARSHNEY, Under Secy.

नई दिल्ली, 6 जून, 2001

का.प्रा. 1463.—सामान्य जानकारी के लिये यह अधिसूचित किया जाता है कि केन्द्र सरकार नीचे पैरा (3) में उल्लिखित उद्यमों को आयकर नियमावली, 1962 के नियम 23 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23छ) के प्रयोजनार्थ कर निर्धारण वर्ष 2002-2003, 2003-2004 तथा 2004-2005 के लिये अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि—

- (1) उद्यम औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 250 के साथ पठित आयकर अधिनियम 1961 की धारा 10(23छ) के प्रावधानों के अनुरूप होगा और उनका अनुपालन करेगा,
- (2) केन्द्र सरकार इस अनुमोदन को वापस ले लेगी यदि उद्यम/औद्योगिक उपक्रम—
- (क) अवसरचलात्मक सुविधा को जारी करना बंद कर देता है, अथवा
- (ख) खाता बहियों का रख-रखाव करने तथा आयकर नियमावली, 1962 के नियम 23 के उपनियम (7) द्वारा यथापेक्षित हिस्से लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा कराने में असमर्थ रहता है, अथवा
- (ग) आयकर नियमावली, 1962 के नियम 23 के उपनियम (7) द्वारा यथापेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत करने में असमर्थ रहता है।

3. अनुमोदित उद्यम निम्नानुसार है।

[फा.सं. 205/97/99-प्रा.क.वि.-II (खंड-II)]

- (1) मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., 216 बत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, पर्यावरण इंजीनियर वर्कस डिवीजन नं. 1, अकोला, महाराष्ट्र वाटर सप्लाय एंड सीवरेज बोर्ड तथा

मैसर्स एम.एम.एस. पर्यावरण प्रा.लि. के बीच 1996-97 के करार सं. बी-1/16 दिनांक 15-7-96 के अन्तर्गत विद्युतली में 10.25 माइल्ड वाटर ट्रीटमेंट प्लांट का निर्माण और उसे चालू करना।

- (2) मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., 216 बत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, सिविल एवं जन स्वास्थ्य विभाग, हिमाचल प्रदेश और मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., के बीच दिनांक 3-9-96 के 1997-98 के करार सं. 7 के अन्तर्गत मकली में 2.15 माइल्ड वाटर ट्रीटमेंट प्लांट की स्थापना एवं उसे शुरू करना।
- (3) मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., 216 बत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, वर्कस डिवीजन नं. 2, नांदेड महाराष्ट्र वाटर सप्लाय एंड सीवरेज बोर्ड तथा मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., के बीच दिनांक 28-2-97 के 1996-97 के करार सं. बी-1/17 के अन्तर्गत उदगीर में परम्परागत किस्म के 7.7 माइल्ड वाटर ट्रीटमेंट प्लांट का निर्माण और उसे चालू करना।
- (4) मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., 216, बत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा दिल्ली-110034 द्वारा, अधिशासी अभियन्ता, पर्यावरण प्रभाग नं. 1, अकोला, महाराष्ट्र वाटर सप्लाय और सीवरेज बोर्ड तथा मैसर्स एम.एम.एस. पर्यावरण प्रा.लि. के बीच दिनांक 12-9-97 के करार सं. बी-1-4-97/98 के अन्तर्गत, 25 लाख लीटर ई.एस.आर. और विवरण का निर्माण बुढ़ाना वाटर सप्लाय स्कीम सिस्टम का विस्तार।
- (5) मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., 216, बत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, महाराष्ट्र जीवन प्राधिकरण वर्कस डिवीजन, वर्धा और मैसर्स एम.एम.एस. पर्यावरण प्रा.लि. के बीच दिनांक 24-12-97 के 1997-98 के करार सं. बी-1/52 के अन्तर्गत नवश्याम, गुजबेड़ा और हिवरा क्षेत्रीय ग्रामीण जल आपूर्ति योजना का विस्तार।
- (6) मैसर्स एम.एम.एस. पर्यावरण प्रा.लि., 216 बत्स मार्केट, (शिव मार्केट के पीछे), पीतमपुरा, नई दिल्ली-110034 द्वारा अधिशासी अभियन्ता, महाराष्ट्र जीवन प्राधिकरण वर्कस डिवीजन,

वर्धा और एस.एम.एस. पर्यावरण प्रा.लि., की बीच दिनांक 24-12-97 के वर्ष 1997-98 के करार सं. बी-1/53 के अन्तर्गत करंजा वाटर सप्लाय स्कीम का विस्तार।

- (7) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, महाराष्ट्र जीवन प्राधिकरण वर्कस डिवीजन, पनवेल और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि. के बीच 1998-99 के दिनांक 13-5-98 के करार सं. बी-1/6 के अन्तर्गत खापोली सीवरेज स्कीम खापोली में 28.50 माइल्ड क्षमता के सीवरेज ट्रीटमेंट प्लांट का निर्माण और उसे चालू करना।
- (8) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, महाराष्ट्र जीवन प्राधिकरण वर्कस डिवीजन, बुढ़ाना और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि. के बीच वर्ष 1998-99 के दिनांक 15-5-98 के करार सं. बी-1/13 के अन्तर्गत बुढ़ाना टूंस एंड 13 गांवों के निकटवर्ती क्षेत्र के लिये वाटर सप्लाय स्कीम-19 माइल्ड वाटर ट्रीटमेंट प्लांट का निर्माण और चालू करना, कच्चे पानी के पम्प को सेन के साथ जोड़ना।
- (9) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता सिवार्ड एव जल स्वास्थ्य प्रभाग, धर्मशाला (हि. प्र.) और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., के बीच वर्ष 1998-99 के दिनांक 27-6-98 के करार सं. 147 के अन्तर्गत चौमुन्डे नदीकेवरा मंदिर और निकटवर्ती गांवों में जल आपूर्ति योजना का विस्तार 2.44 माइल्ड वाटर ट्रीटमेंट प्लांट का निर्माण और उसे चालू करना।
- (10) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे), पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता महाराष्ट्र जीवन प्राधिकरण, वर्कस डिवीजन, वर्धा और एस.एम.एस. पर्यावरण प्रा.लि. के बीच वर्ष 1998-99 के दिनांक 3-8-98 के करार सं. बी-1/26 के अन्तर्गत सिरस गांव वाटर सप्लाय योजना।
- (11) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे), पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता

महाराष्ट्र जीवन प्राधिकरण, वर्कस डिवीजन पनवेल और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि. के बीच वर्ष 1999-2000 के दिनांक 19-1-99 के करार सं. बी-1/12 के अन्तर्गत करंजा वाटर सप्लाय स्कीम का विस्तार-8.52 माइल्ड वाटर ट्रीटमेंट प्लांट एंड डिस्ट्रीब्यूशन ई एस आर/जी एस आर का निर्माण और चालू करना।

- (12) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, महाराष्ट्र जीवन प्राधिकरण, वर्कस डिवीजन, खमगाव और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि. के बीच वर्ष 1999-2000 के करार सं. बी-1/12 दिनांक 11-5-99 के अन्तर्गत मोरवेड और सात अन्य गांवों के ग्रामीण समूह जल आपूर्ति स्कीम।
- (13) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता, महाराष्ट्र जीवन प्राधिकरण, वर्कस डिवीजन भण्डारा और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., के मध्य वर्ष 1999-2000 के करार सं. बी-1/7 के अन्तर्गत खम्बी, सिरगाव और समूह गांवों के लिये क्षेत्रीय ग्रामीण जन आपूर्ति स्कीम।
- (14) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा अधिशासी अभियन्ता महाराष्ट्र जीवन प्राधिकरण, वर्कस डिवीजन, भण्डारा और मैसर्स एस.एम.एस. पर्यावरण प्रा.लि. के मध्य दिनांक के मध्य वर्ष 1999-2000 के करार सं. बी-1/12 दिनांक 29-5-99 के अन्तर्गत अर्जुनी मोर और समूह गांवों के लिये क्षेत्रीय ग्रामीण जन आपूर्ति स्कीम।
- (15) मैसर्स एस.एम.एस. पर्यावरण प्रा.लि., 216, वत्स मार्केट (शिव मार्केट के पीछे) पीतमपुरा, दिल्ली-110034 द्वारा एस.वार्ड. सं. 85 दूह रोड, छावनी, पुणे में 16 एम.एल.डी. क्षमता के लिये जन उपचार संयंत्र की डिजाइनिंग, सुविधा प्रदान करना, निर्माण और प्रारंभ करना।

[अधिसूचना संख्या . 142/2001/(फा.सं. 205/97/99-आई टी.प.-II)]

कमलेश मी वाणी ; रावर मन्थन

New Delhi, the 6th June, 2001

S.O. 1463.—It is notified for general information that enterprises listed at para (3) below have been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961 with rule 2E of the Income-tax Rules, 1962, for the assessment years 2002-2003, 2003-2004 and 2004-2005.

2. The approval is subject to the condition that—

- (i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking :—
  - (a) ceases to carry on infrastructure facility; or
  - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or
  - (c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprises approved are (F. No. 205/97/99/ITA.II Vol. II) :

- (i) Construction and commissioning of 10.25 MLD Water Treatment Plant at Chikhali by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi—110 034, under the Agreement No. B-1/16 of 1996-97 dated 15-7-96 between Executive Engineer, Environmental Engineering Works, Division No. 1, Akola, Maharashtra Water Supply and Sewage Board and M/s. S. M. S. Paryavaran Private Limited.
- (ii) Installation and Commissioning of 2.15 MLD Water Treatment Plant at Manali by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi—110 034 under the Agreement No. 7 of 1997-98 dated 3-9-96 between Executive Engineer, Irrigation and Public Health Department, Himachal Pradesh and M/s. S. M. S. Paryavaran Private Limited.
- (iii) Construction and commissioning of conventional type 7.7 MLD Water Treatment Plant at Udgir by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034 under the Agreement No. B-1/17 of 1996-97 dated 28-2-97 between Executive Engineer, Works

Division No. 2, Nanded, Maharashtra Water Supply and Sewerage Board and M/s. S. M. S. Paryavaran Private Limited.

- (iv) Augmentation to Budhana Water Supply Scheme Construction of 25 lac litres ESR and distribution system by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi—110 034 under the Agreement No. B.1-4/97-98 dated 12-9-97 between Executive Engineer, Environment Division No. 1, Akola, Maharashtra Water Supply and Sewage Board and M/s. S. M. S. Paryavaran Private Limited.
- (v) Augmentation to Nachangaon, Gunjkhedra and Hiwra Regional Rural Water Supply Scheme by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034 under the Agreement No. B-1/52 of 97-98 dated 24-12-97 between Executive Engineer, Maharashtra Jeevan Pradhikaran Works Division, Wardha and M/s. S. M. S. Paryavaran Private Limited.
- (vi) Augmentation to Karanja Water Supply Scheme by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. B-1/53 of 97-98 dated 24-12-97 between Executive Engineer, Maharashtra Jeevan Pradhikaran Works, Division, Wardha and M/s. S. M. S. Paryavaran Private Limited.
- (vii) Khapoli Sewerage Scheme Construction and commissioning of Sewage Treatment Plant of 28.50 MLD capacity at Khopoli by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110034, under the Agreement No. B.1/6 of 98-99 dated 13-5-98 between Executive Engineer, Maharashtra Jeevan Pradhikaran Works Division, Panvel and M/s. S. M. S. Paryavaran Private Limited.
- (viii) Water Supply Scheme for Buldana Tours & surrounding 13 villages Construction and commissioning of 19 MLD Water Treatment Plant, raw water pump with connecting main by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. B.1/13 of 98-99 dated 15-5-98 between Executive Engineer, Maharashtra Jeevan Pradhikaran, Works Division, Buldhana and M/s. S. M. S. Paryavaran Private Limited.

- (ix) Augmentation of Water Supply Scheme to Chamunde Nandikeshwar Temple and adjoining villages Construction and commissioning of 2.44 MLD Water Treatment Plant by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. 147 of 98-99 dated 27-6-98 between Executive Engineer, Irrigation & Public Health Division, Dharamshala (H.P.) and M/s. S. M. S. Paryavaran Private Limited.
- (x) Sirasgaon village Water Supply Scheme by M/s. S. M. S. Paryavaran Private Limited 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. B.1/26 of 98-99 dated 3-8-98 between Executive Engineer, Maharashtra Jeevan Pradhikaran, Works Division, Wardha and M/s. S. M. S. Paryavaran Private Limited.
- (xi) Augmentation to Karjat Water Supply Scheme Construction and commissioning of 8.52 MLD Water Treatment Plant and distribution ESR/GSR by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. B.1/12 of 1999-2000 dated 19-1-99 between Executive Engineer, Maharashtra Jeevan Pradhikaran, Works Division, Panvel and M/s. S. M. S. Paryavaran Private Limited.
- (xii) Rural Group Water Supply Scheme for Morshed and seven other villages by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. B.1/12 of 1999-2000 dated 11-5-99 between Executive Engineer, Maharashtra Jeevan Pradhikaran, Works Division Khamgaon and M/s. S. M. S. Paryavaran Private Limited.
- (xiii) Regional Rural Water Supply Scheme for Khambi, Siregaon and group villages by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No. B.1/7 of 1999-2000 dated 11-5-99 between Executive Engineer, Maharashtra Jeevan Pradhikaran, Works Division, Bhandara and M/s. S. M. S. Paryavaran Private Limited.
- (xiv) Regional Rural Water Supply Scheme for Arjuni Mor and group villages by M/s. S. M. S. Paryavaran Private Limited, 216 Vats Market (behind Shiva Market), Pitampura, Delhi 110 034, under the Agreement No.

B-1/12 of 1999-2000 dated 29-5-99 between Executive Engineer, Maharashtra Jeevan Pradhikaran, Works Division, Bhandara and M/s. S. M. S. Paryavaran Private Limited.

- (xv) Designing, providing, constructing and commissioning of Water Treatment Plant for 16 MLD capacity at Sy. No. 85 Dhuhu Road, Cantonment, Pune by M/s. S. M. S. Paryavaran (P) Ltd., 216, Vats Market (behind Shiva Market), Pitampura, Delhi 110 034.

[ Notification No. 142/2001/(205/97/99 ITA-II, Vol. II)]

KAMLESH C. VARSHNEY, Under Secy.

नई दिल्ली, 6 जून, 2001

( आयकर )

का. आ. 1464 —सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ नीचे उल्लिखित संगठनों को उनके नाम के सामने उल्लिखित अवधि के लिए "संस्था श्रेणी" के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (i) अधिसूचित संस्था अपनी अनुसंधान गतिविधियों के लिए अलग में लेखा बही रखेगी।
- (ii) अधिसूचित संस्था इरेक वित्त वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिपोर्ट प्रतिवर्ष 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग, प्रौद्योगिकी भवन, न्यू मद्रास रोड, नई दिल्ली—110016 को प्रस्तुत करेगी,
- (iii) अधिसूचित संस्था केन्द्र सरकार की तरफ से नामित कर-निर्धारण अधिकारी को आयकर की विधरणी प्रस्तुत करने के अलावा अपने लेखा परीक्षित वार्षिक लेखे की एक प्रति तथा अपनी अनुसंधान गतिविधियों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अंतर्गत छूट प्रदान की गई है/थी, के संबंध में आय और व्यय खान की लेखा परीक्षा की एक प्रति प्रतिवर्ष 31 अक्टूबर को अथवा उससे पहले संगठन पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) (ख) मिडलटा राँ, 5 वा तब कलकत्ता—700071 (ग) सचिव, वैज्ञानिक एवं औद्योगिक



अनुसंधान विभाग और (ग) आयकर आयुक्त/आयकर निदेशक (छूट) को प्रस्तुत करेगा।

क्र. सं.	अनुमोदित संस्था का नाम	अवधि	जिमके लिए अधिसूचना प्रभावी है।
1.	बाई जेरबाई वाडिया हॉस्पिटल फार चिल्ड्रेन एवं इन्स्टीट्यूट ऑफ चाइल्ड हेल्थ रिसर्च सोसाइटी, आचार्य आण्डे मार्ग, पारेल, मुम्बई-400012।	1-4-2000 31-3-2003	से तक
2.	टाटा एनर्जी रिसर्च इन्स्टीट्यूट, इंडिया हैबिटेड सेंटर, हैबिटेड प्लेस, सस्थागत क्षेत्र, लोदी रोड, नई दिल्ली-110003।	1-4-2000 31-3-2003	से तक
3.	स्वामी विवेकानन्द योग अनुसंधान संस्थान नं. 9, अप्पाजप्पा अग्रहारा, चम्पराजपेट, बंगलूर-560018।	1-4-2000 31-3-2003	से तक

टिप्पणी :—अधिसूचित संस्थाओं को यह सलाह दी जाती है कि वे अनुमोदन के नवीकरण हेतु तीन प्रतियों में और पहले ही अपने क्षेत्राधिकार में आने वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग को भी सीधे भेजी जाएंगी।

[अधिसूचना संख्या. 140/2001/(फा. सं. 203/25/2001-आई. टी. ए. II)]

कमलेश सी. वार्ष्णेय, अवर सचिव

New Delhi, the 6th June, 2001

(INCOME-TAX)

S.O. 1464.—It is hereby notified for general information that the organisations mentioned below have been approved by the Central Government for the period mentioned against their names, for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Institution" subject to the following conditions :—

(i) The notified Institution shall maintain separate books of accounts for its research activities;

(ii) The notified Institution shall furnish the Annual Return of its scientific research ac-

tivities to the Secretary, Department of Scientific & Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110 016 for every financial year on or before 31st May of each year;

(iii) The notified Institution shall submit, on behalf of the Central Government, to (a) the Director General of Income-tax (Exemptions), 10 Middleton Row, 5th Floor, Calcutta—700 071, (b) the Secretary, Department of Scientific & Industrial Research, and (c) the Commissioner of Income-tax/Director of Income-tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income tax Act, 1961 in addition to the return of Income-tax to the designated assessing officer.

S. No.	Name of the organisation approved	Period for which Notification is effective
1.	Bai Jerbai Wadia Hospital for Children and Institute of Child Health Research Society, Acharya Donde Marg, Parel, Mumbai-400012.	1-4-2000 to 31-3-2003
2.	Tata Energy Research Institute, India Habitat Centre, Habitat Place, Institutional Area, Lodi Road, New Delhi-110003.	1-4-2000 to 31-3-2003
3.	Swami Vivekanand Yoga Anusandhan Sansthan, No. 9, Appajappa Agrahara, Chamarajapet, Bangalore-560018.	1-4-2000 to 31-3-2003

Notes: The notified Institutions are advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income-tax/Director of Income-tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[ Notification No. 140/2001/(F. No. 203/25/2001-ITA-II) ]

KAMLESH C. VARSHNEY, Under Secy.

नई दिल्ली, 6 जून, 2001

(आयकर)

का. आ. 1465.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ नीचे उल्लिखित संगठनों को उनके नाम के सामने उल्लिखित अवधि के लिए "संघ" श्रेणी के अंतर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (1) अधिसूचित संघ अपनी अनुसंधान गतिविधियों के लिए अलग से लेखा बही रखेगी।
- (2) अधिसूचित संघ हर एक वित्त वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिपोर्ट प्रतिवर्ष 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग, प्रौद्योगिकी, भवन, न्यू मेहरोली रोड, नई दिल्ली—110016 को प्रस्तुत करेगा।
- (3) अधिसूचित संघ केन्द्र सरकार की तरफ से नामित कर निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अलावा अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपनी अनुसंधान गतिविधियों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अंतर्गत छूट प्रदान की गई थी, के संबंध में आयकर और ध्वय खाने की लेखा परीक्षा की एक प्रति प्रतिवर्ष 31 अक्टूबर को अथवा उससे पहले संगठन पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट), मिडलटन रो, 5वां तल कलकत्ता—700071, (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग, (ग) आयकर आयुक्त आयकर निदेशक (छूट) को प्रस्तुत करेगा।

क्र. सं. अनुमोदित संगठन का नाम अवधि जिसके लिए अधिसूचना प्रभावी है।

1. सेंटर फॉर स्टडी ऑफ मैन एंड एनवायरनमेंट सी. के.-II, सेंक्टर-II, साल्ट लेक, कलकत्ता-700091	1-4-99 से 31-3-2002 तक
---	------------------------

टिप्पणी :—अधिसूचित संघ को यह सलाह दी जाती है कि वे अनुमोदन के नवीकरण हेतु तीन प्रतियों में और पहले ही अपने क्षेत्राधिकार में आने वाले आयकर आयुक्त/आयकर महानिदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियां सचिव, वैज्ञानिक एवं

प्रौद्योगिक अनुसंधान विभाग को भी सीधे भेजी जाएगी।

[अधिसूचना संख्या : 139/2001/(फा. सं. 203/57/99—आईटी ए-II)]

कमलेश सी. बाण्ये, अवसर सचिव

New Delhi, the 6th June, 2001

(INCOME-TAX)

S.O. 1465.—It is hereby notified for general information that the organisation mentioned below has been approved by the Central Government for the period mentioned against its name, for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) The notified Association shall maintain separate books of accounts for its research activities;
- (ii) The notified Association shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110 016 for every financial year on or before 31st May of each year.
- (iii) The notified Association shall submit, on behalf of the Central Government, to (a) the Director General of Income-tax (Exemptions), 10 Middleton Row, 5th Floor, Calcutta-700 071; (b) the Secretary, Department of Scientific & Industrial Research; and (c) The Commissioner of Income-tax/Director of Income tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Account in respect of its research activities for which exemption was granted under sub-section (1) of Section 35 of Income-tax Act, 1961 in addition to the return of Income-tax to the designated assessing officer.

Sl. No.	Name of the organisation approved	Period for which Notification is effective
1.	Centre for Study of Man and Environment CK-II, Sector-II, Salt Lake, Calcutta-700091.	1-4-99 to 31-3-2002

Notes : The notified Association is advised to apply in triplicates and well in advance for renewal

of the approval, to the Central Government through the Commissioner of Income-tax/Director of Income-tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[ Notification No. 139/2001/(F. No. 203/57/99+  
ITA-II) ]

KAMLESH C. VARSHNEY, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 11 जून, 2001

का.आ. 1466 :—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री वेपा कामेसम, वर्तमान प्रबंध निदेशक, भारतीय स्टेट बैंक को 1 जुलाई, 2001 को या 1 जुलाई, 2001 के बाद उनके कार्यभार ग्रहण करने की तारीख से दो वर्ष की अवधि के लिए या उनकी आयु 62 वर्ष तक हो जाने तक, जो भी पहले हो भारतीय रिजर्व बैंक के उप-गवर्नर के रूप में नियुक्त करती है।

[फा. स. 13/5/98-बी.ओ. I(i)]

शेखर अग्रवाल, संयुक्त सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 11th June, 2001

S.O. 1466.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 8 of the Reserve Bank of India Act, 1934, the Central Government, hereby appoints Shri Vepa Kamesam, presently Managing Director, State Bank of India as Deputy Governor of the Reserve Bank of India with effect from the date of his taking charge of the post on or after 1st July, 2001 for a period of two years or till he attains the age of 62 years, whichever is earlier.

[ F. No. 13/5/98-B.O.I (i) ]

SHEKHAR AGARWAL, Jt. Secy.

नई दिल्ली, 11 जून, 2001

का.आ. 1467 :—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री जी.पी. मुनिस्वमन, भूतपूर्व कार्यकारी निदेशक, भारतीय रिजर्व बैंक को 1 जुलाई, 2001 को या 1 जुलाई, 2001 के बाद उनके कार्य-

भार ग्रहण करने की तारीख से दो वर्ष की अवधि के लिए या उनकी आयु 62 वर्ष हो जाने तक जो भी पहले हो भारतीय रिजर्व बैंक के उप-गवर्नर के रूप में नियुक्त करती है।

[फा. स. 13/5/98-बी.ओ. I(ii)]

शेखर अग्रवाल, संयुक्त सचिव

New Delhi, the 11th June, 2001

S.O. 1467.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 8 of the Reserve Bank of India Act, 1934, the Central Government, hereby appoints Shri G. P. Muniappan, formerly Executive Director, Reserve Bank of India as Deputy Governor of the Reserve Bank of India with effect from the date of his taking charge of the post on or after 1st July, 2001 for a period of two years or till he attains the age of 62 years, whichever is earlier.

[ F. No. 13/5/98-B.O.I. (ii) ]

SHEKHAR AGARWAL, Jt. Secy.

नई दिल्ली, 11 जून, 2001

का.आ. 1468 :—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उपधारा (4) के साथ पठित उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डा. वाई.वी. रेड्डी, को 1 सितम्बर, 2001 से दो वर्ष की अवधि के लिए या उनकी आयु 62 वर्ष हो जाने तक, जो भी पहले हो, भारतीय रिजर्व बैंक के उप-गवर्नर के रूप में पुनर्नियुक्त करती है।

[फा. स. 13/5/98-बी.ओ. I(iii)]

शेखर अग्रवाल, संयुक्त सचिव

New Delhi, the 11th June, 2001

S.O. 1468.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of section 8 of the Reserve Bank of India Act, 1934, the Central Government, hereby re-appoints Dr. Y. V. Reddy, as Deputy Governor, Reserve Bank of India for a period of two years with effect from 1st September, 2001 or till he attains the age of 62 years, whichever is earlier.

[ F. No. 13/5/98-B.O.I. (iii) ]

SHEKHAR AGARWAL, Jt. Secy.

नई दिल्ली, 15 जून, 2001

का.आ. 1469 :—रूग्ण औद्योगिक कम्पनी (विशेष उपबन्ध) अधिनियम, 1985 की धारा 6 की उपधारा (2) तथा उपधारा (7) के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों के अन्वय में केन्द्रीय सरकार, एतद्वारा न्यायाधीश श्री जे.बी. गायन का 12 जून, 2001 के बाद से 31 दिसम्बर, 2001 तक अथवा एए आर्ग्युमेंट्स की समाप्ति तक से जो भी पहले हो, तक की

अवधि के लिए औद्योगिक एवं वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) के अध्यक्ष के रूप में पुनः नियुक्त करती है।

[फा. सं. 7/2/2001-बीओ-I(i)]

रमेश चन्द, अव्वर सचिव

New Delhi, the 15th June, 2001

S.O. 1469.—In pursuance of the powers conferred by sub-section (1) of section 5 read with sub-section (2) and sub-section (7) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985 the Central Government hereby re-appoints Shri Justice J. B. Goel as a Chairman of the Appellate Authority for Industrial and Financial Reconstruction (AAIFR) for a period beyond 12th June, 2001 and upto 31st December, 2001 or till the abolition of AAIFR whichever event occurs earlier.

[F. No. 7/2/2001-B.O. I (i)]

RAMESH CHAND, under Secy

नई दिल्ली, 15 जून, 2001

का.आ.1470:—रूपण औद्योगिक कम्पनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उपधारा (2) तथा उपधारा (7) के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्रीय सरकार, एतद्-द्वारा डा. जे.के. बागची को 8 जून 2001 के बाद से 31 दिसम्बर, 2001 तक अथवा एएआईएफआर की समाप्ति इनमें से जो भी पहले हो, तक की अवधि के लिए औद्योगिक एवं वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) के सदस्य के रूप में पुनः नियुक्त करती है।

[फा. सं. 7/2/2001-बीओ-I(ii)]

रमेश चन्द, अव्वर सचिव

New Delhi, the 15th June, 2001

S. O. 1470.—In pursuance of the powers conferred by sub-section (1) of section 5 read with sub-section (2) and sub-section (7) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985 the Central Government hereby re-appoints Dr. J. K. Bagchi as a Member of the Appellate Authority for Industrial and Financial Reconstruction (AAIFR) for a period beyond 8th June, 2001 and upto 31st December, 2001 or till the abolition of AAIFR whichever event occurs earlier.

[F. No. 7/2/2001-B. O. I (ii)]

RAMESH CHAND, Under Secy.

नई दिल्ली, 15 जून, 2001

का.आ.1471:—रूपण औद्योगिक कम्पनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उपधारा (2) तथा उपधारा (7) के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों के अनुसरण में केन्द्रीय सरकार, एतद्-द्वारा श्री एम. एस. दयाल को 31 जुलाई, 2001 के बाद से 31 दिसम्बर, 2001 तक अथवा एएआईएफआर की समाप्ति इनमें से जो भी पहले हो, तक की अवधि के लिए औद्योगिक एवं वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) के सदस्य के रूप में पुनः नियुक्त करती है।

[फा. सं. 7/2/2001-बीओ-I(iii)]

रमेश चन्द, अव्वर सचिव

New Delhi, the 15th June, 2001

S. O. 1471.—In pursuance of the powers conferred by sub-section (1) of section 5 read with sub-section (2) and sub-section (7) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985 the Central Government hereby re-appoints Shri M. S. Dayal as a Member of the Appellate Authority for Industrial and Financial Reconstruction (AAIFR) for a period beyond 31st July, 2001 and upto 31st December, 2001 or till the abolition of AAIFR whichever event occurs earlier.

[F. No. 7/2/2001-B. O. I (iii)]

RAMESH CHAND, Under Secy.

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 12 जून, 2001

का. आ. 1472.—केन्द्रीय सरकार, निर्यात (क्वालिटी, नियंत्रण और निरीक्षण) अधिनियम 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैपिंग एनाटैम्ड एंड मेरीटाइम कमलटैम्स, 9-28-7, बानाजी नगर, बालिटयर अपलैडम, विशाखापत्तनम्-530003 को खनिज और अयस्क ग्रुप I निर्यात (निरीक्षण) नियम, 1965 की अनुसूची में विनिर्दिष्ट लौह अयस्क, फेंगे मैंगनीज और बाक्साइड खनिज और अयस्क ग्रुप-I और खनिज और अयस्क ग्रुप-II निर्यात (निरीक्षण) नियम, 1965 की अनुसूची में विनिर्दिष्ट तथा मैंगनीज डाइआक्साइड और क्रोम अयस्क और फेल्ड-स्पेयर खनिज और अयस्क ग्रुप II का निर्यात से पूर्व निरीक्षण करने के लिए इस अधिनियम के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए निम्नलिखित शर्तों

के अधीन रहते हुए एक अधिकरण के रूप में मान्यता प्रदान करती है, अर्थात् :—

- (i) मैसर्स एनाटेस्ट एंड मेरीटाइम कंसलटेन्ट्स, विशाखापत्तनम् निर्यात निरीक्षण परिषद् द्वारा इस निमित्त नामनिर्दिष्ट अधिकारियों को अपने द्वारा अपनाई गई निरीक्षण पद्धति को जांच के लिए सभी सुविधाएं उपलब्ध कराएंगी ताकि खनिज तथा अयस्क (ग्रुप-I) और (ग्रुप-II) निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अन्तर्गत निरीक्षण का पमाणपत्र जारी किया जा सके।
- (ii) मैसर्स एनाटेस्ट एंड मेरीटाइम कंसलटेन्ट्स, विशाखापत्तनम् इस अधिसूचना के अधीन अपने कृत्यों के पालन में ऐसे निदेशों द्वारा आग्रह होगी जो निदेशक (निरीक्षण एवं क्वालिटी नियंत्रण), समय-समय पर लिखित रूप में दे।

[फा. सं. 5/6/2001-ई आई एण्ड ई पी]  
पी. के. दाम, निदेशक

**MINISTRY OF COMMERCE AND INDUSTRY**  
(Department of Commerce)

New Delhi, the 12th June, 2001

S.O. 1472.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises, for a period of three years from the date of publication of this notification, M/s. Anatest & Maritime Consultants, 9-28-7, Balaji Nagar, Waltair Uplands, Visakhapatnam-530 003 as an agency for the inspection of Iron Ore, Ferro Manganese and Bauxite Minerals and Ores Group-I specified in the schedule to the Export of Minerals and Ores Group I (Inspection) Rules, 1965; and Manganese Dioxide, Chrome Ore and Feldspar Minerals and Ores Group-II specified in the schedule to the Export of Minerals and Ores Group-II (Inspection) Rules, 1965, prior to export at Visakhapatnam, subject to the following conditions, namely :

- (i) That M/s. Anatest & Maritime Consultants, Visakhapatnam, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in granting the certificate of inspection under rule 4 of the Export of Minerals and Ores Group-I and Group-II (Inspection) Rules, 1965;
- (ii) That M/s. Anatest & Maritime Consultants, Visakhapatnam, in the performance of their

function under this notification, shall be bound by such directives as the Director (Inspection and Quality Control) may give in writing from time to time.

[ F. No. 5/6/2001-EI&EP ]

P. K. DAS, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 18 जून, 2001

का.आ. 1473.— केन्द्रीय सरकार राजभाषा (संघ के भाषाकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसंग में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निषम के निम्नलिखित कार्यालय, जिसके 80 प्रतिशत से अधिक कर्मचारीबृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

भारतीय खाद्य निषम,

जिला कार्यालय,

अमृतसर।

[मं. ई. -11011/1/2001-हिन्दी]

राजनी राजदान, संयुक्त सचिव

**MINISTRY OF CONSUMER AFFAIRS FOOD & PUBLIC DISTRIBUTION**  
(Department of Food & Public Distribution)

New Delhi, the 18th June, 2001

S. O. 1473.—In pursuance of Sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

Food Corporation of India,

District Office,

Amritsar.

[No. E-11011/1/2001-Hindi]

RAJNI RAJ DAN, Jr. Secy.

## कोयला मन्त्रालय

नई दिल्ली, 31 मई, 2001

का आ 1474.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन जारी की गई भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii), तारीख 11 सितम्बर, 1999 में प्रकाशित भारत सरकार के कोयला मन्त्रालय की अधिसूचना संख्या का आ 2541, तारीख 20 अगस्त, 1999 द्वारा उक्त अधिसूचना में मूल्य अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 1158.652 हेक्टेयर (लगभग) या 2863.03 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी,

और केन्द्रीय सरकार को यह समाधान हो गया है कि उक्त भूमि के भाग में कायदा अभिप्राय है,

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इसमें मूल्य अनुसूची में वर्णित 1158.652 हेक्टेयर (लगभग) या 2863.03 एकड़ (लगभग) भाग की भूमि में खनिजों का खनन, खुदाई, बोर, खोज तथा तलाश, प्राप्त करने, उन पर कार्य करने आदि करने के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पणी 1 — इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक में एमईसीएल/बीएम्पी/जीएम (योजना)/भूमि, 243, तारीख 22 सितम्बर, 2000 का निरीक्षण कलक्टर, उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता-700 001 के कार्यालय में या माउथ ईस्टर्न कोयफील्ड्स लि (राजस्थान खड), मीनत रोड, बिलासपुर-495006 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

टिप्पणी 2 — उपर्युक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है जिसमें निम्नलिखित उपबंध है —

“8 अर्जन के प्रति आक्षेप —(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किसी अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण —इस धारा के अर्थानुसार यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति भूमि में कोयला उत्पादन के लिए स्वयं खनन सन्निधान करना चाहता है और ऐसी सन्निधान केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सूक्ष्म प्राधिकारी का लिखित रूप में की जाएगी और सूक्ष्म प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या जिरा व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकार में हिन का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जन कर लिए जाते हैं।”

टिप्पणी 3 — केन्द्रीय सरकार ने भारत के तारीख 4 अप्रैल, 1987 के राजपत्र के भाग II, खंड 3, उपखंड (ii) के पृष्ठ 1397 में 1400 पर प्रकाशित अधिसूचना सं. का आ 905, तारीख 20 मार्च, 1987 द्वारा कोयला नियंत्रक 1, काउन्सिल हाउस, स्ट्रीट, कलकत्ता-700001 को उक्त अधिनियम की धारा 3 के अधीन सूक्ष्म अधिकारों निरुक्त किया है।

अनुसूची

पाली खंड

जोहिला क्षेत्र

जिला—उमरिया ( मध्य प्रदेश )

खतन अधिकार

राजस्व भूमि

क्र. सं.	ग्राम	साधारण संख्यांक	तहसील	जिला	क्षेत्र, हेक्टर में	टिप्पणियां
1.	पाली	408	बान्धवगढ़	उमरिया	275.433	भाग
2.	मलहट्ट	606	बान्धवगढ़	उमरिया	158.601	संपूर्ण
3.	मुगरिया	624	बान्धवगढ़	उमरिया	047.552	भाग
4.	उचेहरा	040	बान्धवगढ़	उमरिया	073.120	भाग
5.	कुरावर	114	बान्धवगढ़	उमरिया	055.532	भाग
6.	कुमरू	123	बान्धवगढ़	उमरिया	152.298	भाग
7.	खलीव	146	बान्धवगढ़	उमरिया	062.816	भाग
8.	गोरइया	188	बान्धवगढ़	उमरिया	073.274	भाग
योग					898.626	

वत भूमि

क्रम सं.	कम्पार्टमेंट सं.	रेज	प्रभाग	क्षेत्र, हेक्टर में	टिप्पणियां
1.	539, 540 और 541	पाली	शहडोल	260.026	भाग
योग				1158.652 हेक्टर	(लगभग)
				या	
				2863.03 एकड़	(लगभग)

मकल योग : 1158.652 हेक्टर ( लगभग ) या 2863.03 एकड़ ( लगभग )

1. ग्राम पाली (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

100 से 105, 203 से 205, 214 से 216, 239 से 249, 269 (भाग), 289 से 734, 741, 747 से 750, 754 से 875, 882 से 884, 903 से 917, 933 से 962, 964 से 1189, 1193 से 1199, 1200 (भाग), 1206 से 1330।

ग्राम मलहट्ट (संपूर्ण) में अर्जित किए जाने वाले प्लॉट संख्यांक ।

1 से 330, 52/331, 39/332, 47/333, 105/334, 125/335।

3. ग्राम मुगरिया (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक :

1 से 34, 35 (भाग), 36 (भाग), 37 (भाग), 38 (भाग), 39 से 42, 43 (भाग), 44 (भाग),

45, 46 (भाग), 47 से 52, 53 (भाग), 54 से 63, 64 (भाग), 65 (भाग), 147 (भाग), 148, 149 (भाग), 157 (भाग), 158 (भाग), 11/657

4. ग्राम उचेहरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

150 (भाग), 165 (भाग), 166 (भाग), 167, 168 (भाग), 169 (भाग), 170 (भाग), 184 (भाग), 185 से 189, 190 (भाग), 191 (भाग), 192 (भाग), 193 (भाग), 194 से 205, 206 (भाग), 207 से 278, 279 (भाग), 280 (भाग), 281 (भाग), 282 (भाग), 289 (भाग), 357 (भाग), 358 (भाग), 359, 360, 361।

5. ग्राम कुरावर (भाग) में अर्जित किए जाने वाले प्लॉट संख्यांक

77 (भाग), 114 (भाग), 152 (भाग), 154 (भाग), 155 (भाग), 156, 157, 158 (भाग),

159 (भाग), 160, 161 (भाग), 162 (भाग), 163 (भाग), 164 से 211, 212 (भाग), 214 (भाग), 215 (भाग), 218 (भाग), 219 से 222, 223 (भाग), 225 (भाग), 230 (भाग), 231 से 233, 234 (भाग), 235 (भाग), 236 (भाग), 359, 360।

6. ग्राम कुम्हर्दू में अर्जित किए जाने वाले प्लॉट संख्याक 46 से 53, 51 (भाग), 55 से 56, 57 (भाग), 58 (भाग), 64 (भाग), 65 (भाग), 66 से 93, 94 (भाग), 97 (भाग), 98, 99 (भाग), 100 (भाग), 101 (भाग), 102 से 173, 174 (भाग), 175 से 178, 179 (भाग), 180 (भाग), 182 (भाग), 276 (भाग), 277 से 281, 282 (भाग), 284 (भाग), 285 से 296, 297 (भाग), 298 (भाग), 300 (भाग), 305 (भाग), 311 (भाग), 312 से 327, 328 (भाग), 329 (भाग), 341, 344 (भाग), 286/432।

7. ग्राम खलौध (भाग) में अर्जित किए जाने वाले प्लॉट संख्याक

154 (भाग), 155 (भाग), 156 से 175, 176 (भाग), 177 (भाग), 184 (भाग), 185 से 191, 192 (भाग), 193 से 208, 215, 216, 217, 218 (भाग), 219 से 260, 261 (भाग), 263 (भाग), 264 (भाग), 265, 266, 267, 268

(भाग), 269 (भाग), 271 (भाग), 305 (भाग), 306 (भाग), 308 (भाग), 309 (भाग), 310 (भाग), 311 (भाग), 312 से 334, 224/335 258/336।

8. ग्राम गौरहड़ा (भाग) में अर्जित किए जाने वाले प्लॉट संख्याक

1 (भाग), 2 (भाग), 3 (भाग), 4 (भाग), 5 (भाग), 6 (भाग), 7 (भाग), 23, 24, 25 (भाग), 26 (भाग), 27 (भाग), 28, 29, 30 (भाग), 31 (भाग), 35 (भाग), 36 (भाग), 37 (भाग), 38 (भाग), 39 (भाग), 40 (भाग), 41, 42 (भाग), 43 (भाग), 44, 45 (भाग), 46, 47 (भाग), 48 से 51, 52 (भाग), 53 (भाग), 54 से 52, 60 (भाग), 61 (भाग), 62 (भाग), 247 (भाग), 248 (भाग), 249, 250 (भाग), 251, 252 (भाग), 253 (भाग), 254 (भाग), 255 (भाग), 256 (भाग), 257, 258 (भाग), 259 (भाग), 260 से 263, 264 (भाग), 265, 266, 267 (भाग), 268 (भाग), 269 (भाग), 270 (भाग), 281 (भाग), 285, 286, 287 (भाग), 288 से 299, 301 (भाग), 304 (भाग), 335 (भाग), 336 (भाग), 337, 338 (भाग), 350 (भाग), 351 (भाग), 352 (भाग), 358 (भाग), 380 (भाग), 381 (भाग), 382 (भाग), 287/418, 291/420।

9. अर्जित किए जाने वाले वन कंपार्टमेंट संख्याक (भाग)। 539 (भाग), 540 (भाग), 541 (भाग)।

सीमा वर्णन

क-ख

रेखा, ग्राम पाली में बिन्दु "क" से आरंभ होती है और प्लॉट संख्याक 239, 101, 102, 103, 104, 105, 239, 216, 215, 211, 205, 204, 203, 875 की उत्तरी सीमा के साथ-साथ गुजरती है और बिन्दु "ख" पर मिलती है।

ख-ग

रेखा, प्लॉट संख्याक 964, 882, 884, 903, 917, 941, 940, 939, 933 को पश्चिमी सीमा के साथ-साथ गुजरती है, फिर ग्राम खलौध में प्रवेश करती है और प्लॉट संख्याक 164, 161, 158, 156, 155, की पश्चिमी सीमा के साथ-साथ गुजरती है और बिन्दु "ग" पर मिलती है।

ग-ग1

रेखा, ग्राम खलौध में प्लॉट संख्याक 155, 154, 176, 177, 192, 184, 218, 261, 263, 271, 264, 269, 268, 311, 310, 309, 308, 306, 305 से गुजरती है और ग्राम खलौध और उवेहरा की सम्मिलित सीमा पर बिन्दु "ग1" पर मिलती है।

ग1-घ

रेखा, ग्राम उवेहरा में प्लॉट संख्याक 165, 166, 168, 169, 170, 206, 184, 190, 191, 192, 150, 192, 193, 282, 281, 280, 279, 289, 358, 357 से गुजरती है, फिर ग्राम कुरावर में प्रवेश करती है, प्लॉट संख्याक 152, 153, 154, 158, 159, 114, 161, 162, 163, 77, 234, 235, 236, 230 से गुजरती है और बिन्दु "घ" पर मिलती है।

घ-ङ

रेखा, ग्राम कुरावर में प्लॉट संख्याक 230, 225, 223, 218, 215, 214, 212 से गुजरती है, फिर ग्राम मुद्गिया में प्रवेश करती है और प्लॉट संख्याक 64, 65, 53, 147, 149, 16, 44, 43, 158, 157, 38, 37, 36, 35 से गुजरती है फिर वन कंपार्टमेंट संख्याक 539 से गुजरती है और बिन्दु "ङ" पर मिलती है।



- क-क-1 रेखा, वन कम्पार्टमेंट संख्यांक 539, 540 से गुजरती है, फिर प्लॉट संख्यांक 94, 101, 100, 99, 94, 97, 344 प्लॉट संख्यांक 341 की दक्षिणी सीमा में से गुजरती है, फिर ग्राम कुमर्द के प्लॉट संख्यांक 328, 329, 311, 305, 297, 298, 300, 281, 282, 276, 171, 182, 179, 180, 65, 64, 54, 58, 57, 94 में से गुजरती है और बिन्दु "क-1" पर मिलती है।
- क-1—घ रेखा वन कम्पार्टमेंट सं. 541 में से गुजरती है, फिर ग्राम गोरहया में प्लॉट संख्यांक 382, 381, 338, 380, 336, 350, 351, 352, 358, 352, 335, 304, 301, 254, 253, 252, 250, 247, 248, 255, 256, 258, 259, 61, 60, 62, 53, 52 प्लॉट संख्यांक 52, 51, 50, 49, 47 की दक्षिणी सीमा, प्लॉट संख्यांक 47, 45, 43, 42, 4, 3, 2, 1 में से गुजरती है और बिन्दु "घ" पर मिलती है।
- घ—ङ-ज रेखा, भागत: जोहिल्ला नदी में से गुजरती है फिर ग्राम गोरहया में प्रवेग करती है और प्लॉट संख्यांक 1, 2, 3, 56, 7, 39, 40, 38, 37, 36, 35, 36, 31, 30, 27, 26, 25 प्लॉट संख्यांक 24, 23, 263 की उत्तरी सीमा में से फिर प्लॉट संख्यांक 264, 270, 269, 268, 267, 284, 287 में से गुजरती है और फिर भागत: नाले के साथ-साथ जाती है और बिन्दु "ज" पर मिलती है।
- ज—झ रेखा ग्राम पाली में प्लॉट संख्यांक 1206 की पश्चिमी सीमा के साथ-साथ प्लॉट संख्यांक 1200 में से जाती है, फिर प्लॉट संख्यांक 1199, 1198, 1197 की पश्चिमी सीमा प्लॉट संख्यांक 1195, 1193 की दक्षिणी सीमा, प्लॉट संख्यांक 1193, 1182, 1183, 1184, 1189, 1188, 761, 747, 749, 750, 761, 734, 733, 732, 731, 730, 729, 741 की पश्चिमी सीमा में से जाती है और बिन्दु "झ" पर मिलती है।
- झ—ञ-ट रेखा प्लॉट संख्यांक 718, 300, 292, 291, 290 की दक्षिणी सीमा, प्लॉट संख्यांक 290, 305, 306 की पश्चिमी सीमा के साथ-साथ फिर प्लॉट संख्यांक 269 में से, फिर प्लॉट संख्यांक 249, 247 की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "ट" पर मिलती है।
- ट—ठ-क रेखा ग्राम पाली में प्लॉट संख्यांक 874 की दक्षिणी सीमा, प्लॉट संख्यांक 874, 239 की पश्चिमी सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/5/99-पो धार आई डब्ल्यू]

संजय बहादुर, उ० सचिव

## MINISTRY OF COAL

New Delhi, the 31st May, 2001

S. O. 1474.—Whereas by the notification of the Government of India in the Ministry of Coal, number S.O. 2541 dated the 20th August, 1999, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part-II, Section 3, Sub-section (ii) of the Gazette of India dated the 11th September, 1999 the Central Government gave notice of its intention to prospect for coal in 1158.652 hectares (approximately) or 2863.03 acres (approximately) in the locality specified in the schedule annexed to that notification ;

And, whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the said Act, 1872 GI/2001—3

the Central Government hereby gives notice of its intention to acquire the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 1158.652 hectares (approximately) or 2863.03 acres (approximately) described in the Schedule appended hereto.

Note 1 :—The plan bearing No. SECL/BSP/GM (Plg)/Land/243 dated the 22nd September, 2000 of the area covered by this notification may be inspected in the Office of the Collector, Umaria (Madhya Pradesh) or in the Office of the Coal ContROLLER, 1, Council House, Street, Calcutta-700001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Madhya Pradesh).

Note 2 :—Attention is hereby invited to the provisions of section 8 of the aforesaid Act, which provides as follows :—

8 Objection to Acquisition.—(1) Any person interested in any land in respect of which

notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation :—(i) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports

in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendation on the objections together with the record of the proceedings held by him, of the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 :—The Coal Controller, I, Council House Street, Calcutta-700001 has been appointed by the Central Government, as the competent authority under section 3 of the said Act, vide notification under S.O. 905, dated the 20th March, 1987, published in Part-II, Section-3, sub section (ii) of the Gazette of India, dated the 4th April, 1987 at pages 1397 to 1400.

SCHEDULE  
PALI BLOCK  
JOHILLA AREA  
DISTRICT UMARIA (MADHYA PRADESH)

**MINING RIGHTS  
REVENUE LAND**

Serial Number	Village	General Number	Tehsil	District	Area in hectares	Remarks
1	Pali	408	Bandhogarh	Umaria	275.433	Part
2	Malahdeo	606	Bandhogarh	Umaria	158.601	Full
3	Mudaria	674	Bandhogarh	Umaria	47.552	Part
4	Uchehra	040	Bandhogarh	Umaria	73.120	Part
5	Kurawar	114	Bandhogarh	Umaria	55.532	Part
6	Kumardoo	123	Bandhogarh	Umaria	152.298	Part
7	Khalaundh	146	Bandhogarh	Umaria	62.816	Part
8	Goraia	188	Bandhogarh	Umaria	73.274	Part
TOTAL					898.626 Hectares	

**FOREST LAND**

Serial Number	Compartment Number	Range	Division	Area in hectares	Remarks
01	539, 540 & 541	Pali	Shahdol	260.026	Part
TOTAL				260.026 Hectares	

**GRAND TOTAL : 1158.652 Hectares (approximately) OR 2863.03 acres (approximately)**

1. Plot numbers to be acquired in Village Pali (Part)

100 to 105, 203 to 205, 214 to 216, 239 to 249, 269 (Part), 289 to 734, 741, 747 to 750, 754 to 875, 882 to 884, 903 to 917, 933, 962, 964 to 1189, 1193 to 1199, 1200 (Part), 1206 to 1320.

## 2. Plot numbers to be acquired in Village Malahdoo (Full)

1 to 330, 52/331, 39/332, 47/333, 105/334, 125/335.

## 3. Plot numbers to be acquired in Village Mudaria (Part).

1 to 34, 35 (Part), 36 (Part), 37 (Part), 38 (Part), 39 to 42, 43 (Part), 44 (Part), 45, 46 (Part), 47 to 52, 53 (Part), 54 to 63, 64 (Part), 65 (Part), 147 (Part), 148, 149 (Part), 157 (Part), 158 (Part), 44/57.

## 4. Plot numbers to be acquired in village Uchehra (Part)

150 (Part), 165 (Part), 166 (Part), 167, 168 (Part), 169 (Part), 170 (Part), 184 (Part), 185 to 189, 190 (Part), 191 (Part), 192 (Part), 193 (Part), 194 to 205, 206 (Part), 207 to 278, 279 (Part), 280 (Part), 281 (Part), 282 (Part), 289 (Part), 357 (Part), 358 (Part), 359, 360, 361.

## 5. Plot numbers to be acquired in village Kurawar (Part)

77 (Part), 114 (Part), 152 (Part), 154 (Part), 155 (Part), 156, 157, 158 (Part), 159 (Part), 160, 161 (Part), 162 (Part), 163 (Part), 164 to 211, 212 (Part), 214 (Part), 215 (Part), 218 (Part), 219 to 222, 223 (Part), 225 (Part), 230 (Part), 231 to 233, 234 (Part), 235 (Part), 236 (Part), 359, 360, 361.

## 6. Plot numbers to be acquired in village Kumardoo (Part)

46 to 53, 54 (Part), 55 to 56, 57 (Part), 58 (Part), 64 (Part), 65 (Part), 66 to 93, 94 (Part), 97 (Part), 98, 99 (Part), 100 (Part), 101 (Part), 102 to 173, 174 (Part), 175 to 178, 179 (Part), 180 (Part), 182 (Part), 276 (Part), 277 to 281, 282 (Part), 284 (Part), 285 to 296, 297 (Part), 298 (Part), 300 (Part), 305 (Part), 311 (Part), 312 to 327, 328 (Part), 329 (Part), 341, 344 (Part), 286/432.

## 7. Plot numbers to be acquired in village Khalaundh (Part)

154 (Part), 155 (Part), 156 to 175, 176 (Part), 177 (Part), 184 (Part), 185 to 191, 192 (Part), 193 to 208, 215, 216, 217, 218 (Part), 219 to 260, 261 (Part), 263 (Part), 264 (Part), 265, 266, 267, 268 (Part), 269 (Part), 271 (Part), 305 (Part), 306 (Part), 308 (Part), 309 (Part), 310 (Part), 311 (Part), 312 to 334, 224/335, 258/336.

## 8. Plot numbers to be acquired in Village Goraia (Part)

1 (Part), 2 (Part), 3 (Part), 4 (Part), 5 (Part), 6 (Part), 7 (Part), 23, 24, 25 (Part), 26 (Part), 27 (Part), 28, 29, 30 (Part), 31 (Part), 35 (Part), 36 (Part), 37 (Part), 38 (Part), 39 (Part), 40 (Part), 41, 42 (Part), 43 (Part), 44, 45 (Part), 46, 47 (Part), 48 to 51, 52 (Part), 53 (Part), 54 to 59, 60 (Part), 61 (Part), 62 (Part), 247 (Part), 248 (Part), 249, 250 (Part), 251, 252 (Part), 253 (Part), 254 (Part), 255 (Part), 256 (Part), 257, 258 (Part), 259 (Part), 260 to 263, 264 (Part), 265, 266, 267 (Part), 268 (Part), 269 (Part), 270 (Part), 284 (Part), 285, 286, 287 (Part), 288 to 299, 301 (Part), 304 (Part), 335 (Part), 336 (Part), 337, 338 (Part), 350 (Part), 351 (Part), 352 (Part), 358 (Part), 380 (Part), 381 (Part), 382 (Part), 287/418, 291/420.

## 9. Forest compartment numbers to be acquired (Part)

539 (Part), 540 (Part), 541 (Part)

## BOUNDARY DESCRIPTION

- A—B Line starts from point 'A' in village Pali and passes along the Northern boundary of plot numbers 239, 100, 101, 102, 103, 104, 105, 239, 216, 215, 214, 205, 204, 203, 875 and meets at point 'B'.
- B—C Line passes along the Western boundary of plot numbers 964, 882, 884, 903, 917, 941, 940, 939, 933, then enter in village Khalaundh and passes along the Western boundary of plot numbers 164, 161, 158, 156, 155 and meets at point 'C'.
- C—C1 Line passes in Village Khalaundh through plot numbers 155, 154, 176, 177, 192, 184, 218, 261, 263, 271, 264, 269, 268, 311, 310, 309, 308, 306, 305 and meets on the common boundary of Villages Khalaundh and Uchehra at Point 'C1'.
- C1—D Line passes in Village Uchehra through plot numbers 165, 166, 168, 169, 170, 206, 184, 190, 191, 192, 150, 192, 193, 282, 281, 280, 279, 289, 358, 357, then enter in Village Kurawar passes through plot numbers 152, 155, 154, 158, 159, 114, 161, 162, 163, 77, 234, 235, 236, 230 and meets point 'D'.
- D—E Line apasses in Village Kurawar through plot numbers 230, 225, 223, 218, 215, 214, 212 then enter in Village Mudaria and passes through plot numbers 64, 65, 53, 147, 149, 46, 44, 43, 158, 157, 38, 37, 36, 35 then passes through Forest Compartment number 539 and meets at point 'E'.

- E—E1** Line passes through Forest compartment Number 539, 540, then through plot numbers 94, 101, 100, 99, 94, 97, 344, Southern boundary of plot numbers 341, then through plot numbers 328, 329, 311, 305, 297, 298, 300, 284, 282, 276, 174, 182, 179, 180, 65, 64, 54, 58, 57, 94 of Village Kumardoo and meets at point 'E1'.
- E1—F** Line passes through Forest compartment Numbers 541 then enter in Village Goraia through plot Numbers 382, 381, 338, 380, 338, 336, 350, 351, 352, 358, 352, 335, 304, 301, 254, 253, 252, 250, 247, 248, 255, 256, 258, 259, 61, 60, 62, 53, 52 Southern boundary of plot numbers 52, 51, 50, 49, 47, through plot numbers 47, 45, 43, 42, 4, 3, 2, 1 and meets at point 'F'.
- F—G—H** Line passes partly through Johilla River then enter in Village Goraia and passes through plot numbers 1, 2, 3, 5, 6, 7, 39, 40, 38, 37, 36, 35, 36, 31, 30, 27, 26, 25 Northern Boundary of plot Numbers 24, 23, 263 then through plot numbers 264, 270, 269, 268, 267, 284, 287 then partly along the Nullah and meets at point 'H'.
- H—I** Line passes in Village Pali along the Western boundary of plot number 1206, through plot number 1200 then, Western boundary of plot numbers 1199, 1198, 1197, Southern boundary of plot numbers 1195, 1193 Western boundary of plot numbers 1193, 1182, 1183, 1184, 1189, 1188, 761, 747, 749, 750, 761, 734, 733, 732, 731, 730, 729, 741 and meets at point 'I'.
- I—J—K** Line passes along the Southern boundary of plot numbers 718, 300, 292, 291, 289, 290, Western boundary of plot numbers, 290, 305, 306 through plot numbers 269, Western boundary of plot number 249, 247, and meets at point 'K'.
- K—L—A** Line passes in village Pali along the Southern boundary of plot number 874 the Western boundary of plot numbers 874, 239 and meets at the starting point 'A'.

[F.No. 43015/5/99-PRIW]

SANJAY BAHADUR, Dy. Secy.

## शुद्धि पत्र

नई दिल्ली, 13 जून, 2001

का. आ. 1475:—भारत के राजपत्र भाग-II, खंड-3, उपखंड (ii) में तारीख 31 मार्च, 2001 के पृष्ठ क्रमांक 1310 से 1315 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का. आ. 680 तारीख 20 मार्च, 2001 में

पृष्ठ क्रमांक 1311 पर

ग्राम गोयगांव में अर्जित किये जाने वाले प्लॉट संख्यांक में—

- “133/1133/2-133/3 भाग” के स्थान पर  
 “133/1-133/2-133/3 भाग” पढ़िये।  
 “144/1-144/2-145/1-145/2” के स्थान पर  
 “144/1-144/2, 145/1-145/2” पढ़िये।  
 “1/1-178/2-178/3” के स्थान पर  
 “178/1-178/2-178/3” पढ़िये।

पृष्ठ संख्या 1312 पर

1. पहली पंक्ति में—

“प्लॉट संख्यांक” के स्थान पर “प्लॉट संख्यांक” पढ़िये।

2. ग्राम मुठरा में अर्जित किये जाने वाले प्लॉट संख्यांक

“10-10/2” के स्थान पर “10/1-10/2” पढ़िये।  
 ग्राम अंतरगांव खुर्द में अर्जित किये जाने वाले प्लॉट संख्यांक में —

“60, 59” के स्थान पर “59, 60” पढ़िये।

[सं. 43015/8/99-प्र.प्रार.आई.डब्ल्यू.]

संजय बहादुर, उप सचिव

आदेश

नई दिल्ली, 19 जून, 2001

का. आ. 1476—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है), की धारा 9 की उपधारा (i) के अधीन जारी की गई और भारत के राजपत्र, भाग 2 खंड 3, उपखंड (ii), तारीख 2 दिसम्बर, 1994 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का. आ. 870 (अ), तारीख 2 दिसम्बर, 1994 के प्रकाशन पर, उक्त अधिसूचना में संलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) और ऐसी भूमि में या उसके ऊपर सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (i) के अधीन सभी विलगनों से मुक्त केन्द्रीय सरकार में निहित हो गए; और केन्द्रीय सरकार का यह समाधान हो गया है कि सेंट्रल कोलफील्ड्स लि., राबो (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और

शर्तों का, जिन्हें केन्द्रीय सरकार इस निम्न अधिरोपित करता  
ठीक समझती है, पालन करने की इच्छुक है;

ORDER

New Delhi, the 19th June, 2001

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, यह निदेश देती है कि इस प्रकार निहित भूमि और अधिकार, केन्द्रीय सरकार में निहित बने रहने को बचाय, 2 दिसम्बर, 1994 से ही उक्त सरकारी कंपनी में, निम्नलिखित निबंधनों और शर्तों के अधीन रहने हुए, निहित हो जाएंगे अर्थात् :—

- (i) उक्त सरकारी कंपनी केन्द्रीय सरकार को ऐसे प्रतिफल, व्याज, नुकसानियों और इसी तरह की अन्य मदों के संबंध में जो उक्त अधिनियम के उपबंधों के अधीन अवधारित किए जाएं, किए गए सभी संदायों की प्रतिपूर्ति करेगी;
- (ii) उक्त सरकारी कंपनी द्वारा, शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन हेतु एक अधिकरण का गठन किया जाएगा और किसी ऐसे अधिकरण तथा उक्त अधिकरण की सहायता करने के लिए नियुक्त किए गए व्यक्तियों के संबंध में उपगत सभी व्यय उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार निहित उक्त भूमि में या उसके ऊपर अधिकारों के लिए अथवा उनके संबंध में अपील आदि की तरह की सभी विधिक कार्यवाहियों की बाबत उपगत सभी व्यय भी उक्त सरकारी कंपनी द्वारा वहन किए जाएंगे;
- (iii) उक्त सरकारी कंपनी, ऐसे किसी अन्य व्यय के विरुद्ध, जो इस प्रकार निहित उक्त भूमि में या उसके ऊपर अधिकारों के संबंध में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, केन्द्रीय सरकार और उसके पदधारियों की क्षतिपूर्ति करेगी;
- (iv) उक्त सरकारी कंपनी को, उक्त भूमि को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना किसी अन्य व्यक्ति का अन्तरण करने की कोई शक्ति नहीं होगी;
- (v) उक्त सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी जो केन्द्रीय सरकार द्वारा, उक्त भूमि के विविष्ट क्षेत्रों के लिए, जब भी आवश्यक हों, दिए जाए या अधिरोपित की जाए।

S. O. 1476.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 870 (E), dated the 2nd December, 1994 published in the Gazette, of India, Part II, Section 3, Sub-section (ii) dated the 2nd December, 1994, issued under sub-section (I) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) hereinafter referred to as the said Act, the lands and all rights in or over such lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (I) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Central Coalfields Limited, Ranchi (hereinafter referred to as the said Government Company), is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (I) of section 11 of the said Act, the Central Government hereby directs that the lands and rights so vested shall with effect from the 2nd day of December, 1994, instead of continuing to so vest in the Central Government, shall vest in the said Government Company subject to the following terms and conditions; namely :—

- (1) the said company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;
- (2) a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the said Government company under condition (I) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights in or over the said lands so vested shall also be borne by the said Government company;
- (3) the said Government shall indemnify the Central Government and its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said land so vested;

(4) the said Government company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government ;

(5) the said Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 43015/16/89-PRIW]  
SANJAY BAHADUR, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 23 मई, 2001

का.ग्रा. 1477:—केन्द्र सरकार ने भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (क) के अन्तर्गत में और गोवा सरकार से परामर्श करके डा. यू.जी. नचिनोलकर, प्रो. एवं विभागाध्यक्ष (निकलांग शल्य चिकित्सा) गोवा मेडिकल कालेज, बम्बोलिम (गोवा) को 10 अप्रैल, 2001 में भारतीय आयुर्विज्ञान परिषद् का सदस्य नामित किया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबन्ध के अन्तर्गत में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिवृत्त का.ग्रा. संख्या 138 में एनद्द्वारा निम्नलिखित संशोधन करती है, अर्थात्—

उक्त अधिवृत्त में “धारा 3 की उप-धारा (1) के खण्ड (क) के अंतर्गत नामित” शीर्षक के अंतर्गत क्रम संख्या 23 तथा उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :

23. डा. यू.जी. नचिनोलकर गोवा सरकार  
“अनन्तदीप” हाउस नं. ई-473,  
ओड्लेमभट, तलेईगांव, पो.ओ. करनजालेज  
गोवा-403003

[संख्या बी-11013/1/2001-एम.ई. (नीति-1)]  
पी.जी. कलाधरण, अवर सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 23rd May, 2001

S. O. 1477.—Whereas the Central Government, in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Goa have nominated Dr. U. G. Nachinolkar, Prof. & Head of Department (Ortho. Surgery), Goa

Medical College, Bambolim (Goa) to be a member of the Medical Council of India with effect from 10th April, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S. O. 138, dated the 9th January, 1960, namely:—

In the said notification, under the heading, “Nominated under clause (a) of sub-section (1) of section 3”, for serial number 23 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

“23. Dr. U. G. Nachinolkar, Goa Government  
“Anantdeep”, H. No. E-473,  
Odlem Bhat, Taleigao, P. O.  
Caranzalem.,  
Goa-403003

[No. V-11013/1/2001-ME (Policy-I)]

P. G. KALADHARAN, Under Secy.

नई दिल्ली, 24 मई, 2001

का.ग्रा. 1478:—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (ख) के अन्तर्गत में प्राचार्य, गुवाहाटी मेडिकल कालेज और गुवाहाटी विश्वविद्यालय के चिकित्सा संकाय के सदस्य डा. मुनिन्द्र मोहन डेका को गुवाहाटी विश्वविद्यालय के कोर्ट द्वारा 30-12-2000 से 6-1-2004 तक भारतीय आयुर्विज्ञान परिषद् का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबन्ध के अन्तर्गत में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिवृत्त का.ग्रा. संख्या 138 में एनद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त अधिवृत्त में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अंतर्गत निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 15 तथा उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्या तथा प्रविष्टि जोड़ी जाएगी, अर्थात् :—

15. डा. मुनिन्द्र मोहन डेका गुवाहाटी विश्वविद्यालय  
प्राचार्य,  
गुवाहाटी मेडिकल कालेज,  
गुवाहाटी-781032

[संख्या बी-11013/2/2001-एम.ई. (नीति-1)]

पी.जी. कलाधरण, अवर सचिव

New Delhi, the 24th May, 2001

S. O. 1478.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. Munindra Mohan Deka, Principal, Gauhati Medical College and member of the Medical Faculty of Gauhati University, has been elected by the Court of the Gauhati University to be a member of the Medical Council of India with effect from 30-12-2000 upto 6-1-2004.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960 namely :

In the said notification, under the heading, 'Elected under clause (b) of sub-section (1) of section 3', for serial number 15 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

"15. Dr. Munindra Mohan Deka, Gauhati Principal, University"  
Gauhati Medical College,  
Guwahati-781032

[No. V-11013/2/2001-ME (Policy-I)]

P. G. KALADHARAN, Under secy.

नई दिल्ली, 31 मई, 2001

का.आ. 1479.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ख) के अनुसरण में डॉ. पी.के. पटेल, डीन, चिकित्सा संकाय, साउथ गुजरात यूनिवर्सिटी, सूरत को साउथ गुजरात यूनिवर्सिटी, सूरत की सीनेट द्वारा 25 मार्च, 2001 से भारतीय आयुर्विज्ञान परिषद का सदस्य निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में, केन्द्र सरकार तत्कालीन स्वास्थ्य मंत्रालय, भारत सरकार की दिनांक 9 जनवरी, 1960 की अधिसूचना का.आ. संख्या 138 में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (ख) के अंतर्गत निर्वाचित" शीर्षक के अंतर्गत क्रम

संख्या 36 तथा उसमें संबंधित प्रविष्टि के स्थान पर निम्न-लिखित क्रम संख्या तथा प्रविष्टि प्रविष्टि की जाएगी, अर्थात् :—

"36. डॉ. पी.के. पटेल, साउथ गुजरात यूनिवर्सिटी"  
19/20, मंगलम पार्क,  
सी.टी. पार्क अपार्टमेंट के सामने,  
घोड़-दौड़ रोड,  
सूरत—395007"

[संख्या बी-11013/25/2000—एम.ई. (यू.जी.)]

पी.जी. कलाधरण, अवर सचिव

New Delhi, the 31st May, 2001

S. O. 1479.—Whereas in pursuance of clause (b) of sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. P. K. Patel, Dean, Medical Faculty, South Gujarat University, Surat has been elected by the Senate of South Gujarat University, Surat to be a member of the Medical Council of India with effect from 25th March, 2001.

Now, therefore, in pursuance of the provision of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S. O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading, 'Elected under clause (b) of sub-section (1) of section 3', for serial number 36 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

"36. Dr. P. K. Patel, South Gujarat  
19/20 Mangalam Park, University  
Opp. City Park Apartments,  
Ghod-Dod Road,  
SURAT-395007"

[No. V-11013/25/2000-ME (UG)]

P. G. KALADHARAN, Under Secy.

नई दिल्ली, 7 जून, 2001

का.भा. 1480—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करने के बाद एतद्द्वारा उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त प्रथम अनुसूची में 'यूनिवर्सिटी आफ मेडिकल इन्स्टिट्यूशन' शीर्षक के अधीन "भारती विद्यापीठ" और उससे संबंधित प्रविष्टियों के बाद निम्नलिखित अनुसूचीय निया जाएगा, अर्थात्:—

यूनिवर्सिटी आफ मेडिकल इन्स्टिट्यूशन	मान्यता प्राप्त आयुर्विज्ञान अर्हता	रजिस्ट्रीकरण के संश्लेषाक्षर
"भावनगर विश्वविद्यालय	आयुर्विज्ञान तथा शल्य विज्ञान स्नातक	एम.बी.बी.एस. (यह अर्हता तभी मान्यता- प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कालेज, भावनगर के संबंध में अप्रैल, 2000 में या उसके बाद प्रदान की गई हो)।"

[बी-11015/3/2001-एम ई (नीति-1)]

राम लाल, प्रवर सचिव

New Delhi, the 7th June, 2001

S.O.1480.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consultation with the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule, after "Bharati Vidyapeeth" under the heading 'University or Medical Institution' and the entries relating thereto, the following shall be inserted, namely:—

University or Medical Institution	Recognised medical qualification	Abbreviation for registration
"Bhavnagar University	Bachelor of Medicine and Bachelor of Surgery	MBBS (This qualification shall be a recognised medical qualification when granted on or after April, 2000, in respect of Government Medical College, Bhavnagar)".

[V.11015/3/2001-ME(Policy-I)]

RAMLAL, Under Secy.

नई दिल्ली, 18 जून, 2001

का.भा. 1481—दंत चिकित्सक अधिनियम (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की अनुसूची के भाग-I में एतद्द्वारा निम्नलिखित और संशोधन करती है, अर्थात्:—

53 डा.आर. एम.एन. अथवा विश्व- विद्यालय, फैजाबाद	दंत शल्य चिकित्सा स्नातक यह दंत चिकित्सा अर्हता सरदार पटेल दंत चिकित्सा एवं आयुर्विज्ञान संस्थान, लखनऊ के बी. डी.एम. छात्रों के संबंध में तभी मान्यताप्राप्त अर्हता होगी जब यह 23 फरवरी, 2001 को या उनके बाद प्रदान की गई हो।	बी.डी.एस. डा.आर. एम.एस. अथवा विश्व- विद्यालय, फैजाबाद
--	--	--

उक्त अनुसूची के भाग-I में क्रम संख्या 52 तथा उससे संबंधित प्रविष्टियों के बाद निम्नलिखित प्रविष्टियां जोड़ी जाएंगी, अर्थात्:—

[संख्या बी.12018/3/2001-पी.एम.एस.]

एम. के. राय, निदेशक (एम. ई.)



New Delhi, the 18th June, 2001

S.O. 1481.—In exercise of the powers conferred by Sub-Section (2) of Section 10 of the Dentists Acts (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part-I of the Schedule to the said Act namely :—

In Part-I of the said Schedule after serial number 52 and the entries relating thereto, the following entries will be added namely :—

53. Dr. R.M.L. Avadh University, Faizabad	Bachelor of Dental Surgery This dental qualification shall be recognised qualification in respect of BDS students of Sardar Patel Institute of Dental and Medical Sciences, Lucknow when granted on or after 23rd February, 2001.	BDS Dr. R.M.L. Avadh University, Faizabad.
--	--	--

[No. V-12018/3/2001-PMS]

S. K. RAO, Director (ME)

इस्पत मंत्रालय

नई दिल्ली, 14 जून, 2001

का. आ. 1482.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और दिनांक 29 अगस्त, 1987 को भारत सरकार के राजपत्र में प्रकाशित भारत सरकार के तत्कालीन इस्पत और खान मंत्रालय (इस्पत विभाग) की दिनांक 13 अगस्त, 1987 की अधिसूचना संख्या का. आ. 2296 का अधिक्रमण करते हुए, ऐसा अधिक्रमण करने से पूर्व किए जाने वाले अथवा विलोपित किए जाने वाले कार्यों के अलावा एतद्वारा नीचे दी गई सारणी के कॉलम (1) में वर्णित अधिकारियों को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य नियमित प्राधिकरण के अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है जो उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और उन पर अधिरोपित कर्तव्यों का पालन उक्त सारणी के स्तम्भ (2) में की गई तत्संबंधी प्रविष्टि में विनिर्दिष्ट सरकारी परिसरों

की बाबत, अपनी अधिकारिता की स्थानीय सीमाओं के भीतर करेगा।

मारणी

अधिकारियों का पदनाम	सरकारी परिसरों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
उप प्रबंधक/प्रबंधक/ उप मुख्य प्रबंधक, भूमि/ सम्पदा नगर प्रशासन उप प्रबंधक (खान), प्रबंधक (खान) / उप मुख्य प्रबंधक (खान)	विशाखापत्तनम जिले में स्थित मैसर्स राष्ट्रीय इस्पत निगम लिमिटेड, विशाखापत्तनम इस्पत संयंत्र के और उसके नियंत्रणाधीन परिसर और बुद्धबाडा, कोतावरी; अग्रहाराम, मुक्तेश्वरपुरम माडनराम, पोन्नाराम, श्रीपुरम और कारेपल्ली गांव जो सभी आन्ध्र प्रदेश में हैं।

[सं. 10 (12)/2001/ वी. एस. पी.]

डा. रेणु सिंह परमार, निदेशक

## MINISTRY OF STEEL

New Delhi, the 14th June, 2001

S.O. 1482.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the then Ministry of Steel and Mines (Department of Steel), No. S.O. 2296 dated the 13th August, 1987, published in the Gazette of India dated the 29th August, 1987, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being officers of the Corporate Authority equivalent in rank to a gazetted officer of the Government to be Estate Officers for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed

on the Estate Officer by or under the said Act within the local limits of his jurisdiction and in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Designation of officers	Categories of Public premises or local limits
Deputy Manager/Manager/Deputy Chief Manager, Land/Estate/Town Administration.	Premises belonging to and under the administrative control of M/s. Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant situated at Visakhapatnam District and villages of Budawada,
Deputy Manager (Mines)/Manager (Mines)/Deputy Chief Manager (Mines).	Kothavari, Agraharam, Mukteswarapuram, Madaram, Pocharam, Siripuram and Karepalli and in all the State of Andhra Pradesh.

[No.10(12)/2001-VSP]

DR. RENU S. PARMAR, Director

विज्ञान और प्रौद्योगिकी मंत्रालय  
( विज्ञान और प्रौद्योगिकी विभाग )

नई दिल्ली, 14 जून, 2001

का. अ. 1483 :—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में विज्ञान और प्रौद्योगिकी मंत्रालय के प्रशासनिक नियंत्रणाधीन महासर्वेक्षक का कार्यालय, भारतीय सर्वेक्षण विभाग के निम्नलिखित कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिपूचित करती है :—

- (1) पश्चिमी क्षेत्र कार्यालय, भारतीय सर्वेक्षण विभाग, जयपुर।
- (2) दक्षिणी क्षेत्र कार्यालय, भारतीय सर्वेक्षण विभाग, बेंगलूर।
- (3) अंकीय मानचित्रण केन्द्र, भारतीय सर्वेक्षण विभाग, हैदराबाद।
- (4) सं. 8 पार्टी (दक्षिणी सकिल) भारतीय सर्वेक्षण विभाग, बेंगलूर।
- (5) सं. 17 पार्टी (दक्षिणी सकिल) भारतीय सर्वेक्षण विभाग, बेंगलूर।

(6) सं. 24 पार्टी (दक्षिणी सकिल) भारतीय सर्वेक्षण विभाग, बेंगलूर।

(7) सं. 40 पार्टी (दक्षिणी सकिल) भारतीय सर्वेक्षण विभाग, बेंगलूर।

(8) सं. 84 पार्टी (दक्षिणी सकिल) भारतीय सर्वेक्षण विभाग, बेंगलूर।

(9) सं. 41 पार्टी (दक्षिणी सकिल) भारतीय सर्वेक्षण विभाग, पालघाट।

(10) सं. 75 पार्टी (पूर्वी सकिल) भारतीय सर्वेक्षण विभाग, पटना।

(11) सं. 5 आरेखण कार्यालय (पूर्वी सकिल) भारतीय सर्वेक्षण विभाग, कलकत्ता।

(12) सं. 14 आरेखण कार्यालय (पूर्वी सकिल) भारतीय सर्वेक्षण विभाग, कलकत्ता।

(13) सं. 15 पार्टी (पूर्वोत्तर सकिल) भारतीय सर्वेक्षण विभाग, शिलांग।

(14) सं. 29 पार्टी (पूर्वोत्तर सकिल) भारतीय सर्वेक्षण विभाग, जिलांग।

(15) सं. 13 आरेखण कार्यालय (पूर्वोत्तर सकिल) भारतीय सर्वेक्षण विभाग, शिलांग।

- (16) सं. 81 पार्टी (पूर्वोत्तर सर्किल) भारतीय सर्वेक्षण विभाग, सिलचर ।
- (17) सं. 11 आरेखण कार्यालय पार्टी (दक्षिण पूर्वी सर्किल) भारतीय सर्वेक्षण विभाग, भुवनेश्वर ।
- (18) सं. 76 (फोटो) पार्टी (दक्षिण पूर्वी सर्किल) भारतीय सर्वेक्षण विभाग, भुवनेश्वर ।
- (19) सं. 77 (फोटो) पार्टी (दक्षिण पूर्वी सर्किल) भारतीय सर्वेक्षण विभाग, भुवनेश्वर ।
- (20) सं. 86 पार्टी (दक्षिण पूर्वी सर्किल) भारतीय सर्वेक्षण विभाग, विशाखापटनम ।
- (21) सं. 18 पार्टी (दक्षिण पूर्वी सर्किल) भारतीय सर्वेक्षण विभाग, रांची ।
- (22) दक्षिण मध्य सर्किल कार्यालय, भारतीय सर्वेक्षण विभाग, हैदराबाद ।
- (23) सं. 8 आरेखण कार्यालय (दक्षिण मध्य सर्किल) भारतीय सर्वेक्षण विभाग, त्रिकुन्दराबाद ।
- (24) सं. 31 पार्टी (दक्षिण मध्य सर्किल), भारतीय सर्वेक्षण विभाग, पुणे ।
- (25) सं. 52 पार्टी (दक्षिण मध्य सर्किल), भारतीय सर्वेक्षण विभाग, पुणे ।
- (26) सं. 49 पार्टी (दक्षिण मध्य सर्किल), भारतीय सर्वेक्षण विभाग, हैदराबाद ।
- (27) सं. 51 पार्टी (दक्षिण मध्य सर्किल), भारतीय सर्वेक्षण विभाग, हैदराबाद ।
- (28) सं. 54 पार्टी (दक्षिण मध्य सर्किल), भारतीय सर्वेक्षण विभाग, हैदराबाद ।

- (29) सं. 59 (उच्चोडिय) पार्टी (दक्षिण मध्य सर्किल), भारतीय सर्वेक्षण विभाग, हैदराबाद ।
- (30) सं. 78 (फोटो) पार्टी (दक्षिण मध्य सर्किल) भारतीय सर्वेक्षण विभाग, हैदराबाद ।

[सं. ई-11028/1/2001]

रेखा श्रीवास्तव, उप निदेशक (रा. भा.)

## MINISTRY OF SCIENCE &amp; TECHNOLOGY

(Department of Science &amp; Technology)

New Delhi, the 14th June, 2001

S. O.—1483 In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Survey of India under the administrative control of Ministry of Science and Technology the 80% and more percent staff whereof have required working knowledge of Hindi :

1. Western Zone office, Survey of India Jaipur.
2. Southern Zone office, Survey of India, Bangalore
3. Digital Mapping Centre, Survey of India, Hyderabad.
4. No. 8 Party (Southern Circle), Survey of India, Bangalore.
5. No. 17 Party (Southern Circle), Survey of India, Bangalore.
6. No. 24 Party (Southern Circle), Survey of India, Bangalore.
7. No. 40 (Photo) Party (Southern Circle), Survey of India, Bangalore.
8. No. 84 (Photo) Party (Southern Circle), Survey of India, Bangalore.

9. No. 41 Party (Southern Circle), Survey of India, Palghat.

10. No. 75 Party (Eastern Circle), Survey of India, Patna.

11. No. 5 Drawing Office (Eastern Circle), Survey of India, Kolkata.

12. No. 14 Drawing Office (Eastern Circle), Survey of India, Kolkata.

13. No. 5 Party (North Eastern Circle), Survey of India, Shillong.

14. No. 29 Party (North Eastern Circle), Survey of India, Shillong.

15. No. 13 Drawing Office (North Eastern Circle), Survey of India, Shillong.

16. No. 81 Party (North Eastern Circle), Survey of India, Silchar.

17. No. 11 Drawing Office (South Eastern Circle), Survey of India, Bhubaneswar.

18. No. 76 (Photo), Party (South Eastern Circle), Survey of India, Bhubaneswar.

19. No. 77 (Photo), Party (South Eastern Circle), Survey of India, Bhubaneswar.

20. No. 86 Party (South Eastern Circle), Survey of India, Vishakhapatnam.

21. No. 18 Party (South Eastern Circle), Survey of India, Ranchi,

22. South Central Circle Office, Survey of India, Hyderabad.

23. No. 8, Drawing Office (South Central Circle), Survey of India, Secundrabad.

24. No. 31 Party (South Central Circle), Survey of India, Pune.

25. No. 52 Party (South Central Circle), Survey of India, Pune.

26. No. 49 Party (South Central Circle), Survey of India, Hyderabad.

27. No. 51 Party (South Central Circle), Survey of India, Hyderabad.

28. No. 54 Party (South Central Circle), Survey of India, Hyderabad.

29. No. 59 (Geodetic) Party (South Central Circle), Survey of India, Hyderabad.

30. No. 78 (Photo), Party (South Central Circle), Survey of India, Hyderabad.

[No. E-11028/1/2001]

REKHA SRIVASTAVA, Dy. Director (OL)

महासागर विकास विभाग

नई दिल्ली, 15 जून, 2001

का.आ. 1484:—केन्द्रीय सरकार, राजनगर (संघ के शासकीय प्रयोजनों के लिए प्रयोग) विधम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, महासागर विकास विभाग के प्रशासनिक नियंत्रणाधीन स्वायत्त निकाय, राष्ट्रीय अंटार्कटिक और समुद्री अनुसंधान केन्द्र, गोवा को, जिसके 80 % कर्मचारीबृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. मदिधि/1/4/2001-हिन्दी]

के. नारायणन, अधर सचिव

DEPARTMENT OF OCEAN DEVELOPMENT

New Delhi, the 15th June, 2001

S. O. 1484.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the National Centre for Antarctic and Ocean Research, Goa, an autonomous body under the administrative control of Department of Ocean Development, where 80 % staff have acquired working knowledge of Hindi.

[No. DOD/1/4/2001-Hindi]

K. NARAYANAN, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 1 जून, 2001

का. आ 1485—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार एन ई पी सी एअर लाईन्स के प्रबन्ध-तल के सबध नियोजको और उनके कर्मकारों के बीच, अन्तुबध में निषिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 30-6-2001 को प्राप्त हुआ था।

[स एल-11012/44/98—आई आर (सी-1)]

एस एस. गुप्ता, अवर सचिव

## MINISTRY OF LABOUR

New Delhi, the 1st June, 2001

S.O. 1485—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of NEPC, Airlines and their workman, which was received by the Central Government on 30/6/2001

[No. L-11012/44/98-IR (C-I)]

S. S. GUPTA, Under Secy

## ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM LABOUR COURT . CHENNAI

Monday, 30th April, 2001

PRESENT : K. Karthikeyan Presiding Officer

Industrial Dispute No. 80/2001

(Tamil Nadu Industrial Dispute No 22/1999)

## BETWEEN

Capt. V.K. Sharma Workman/I Party

AND

The Chairman Managing Director

NEPC Air Lines

Chennai

Management/II Party

## APPEARANCE

For the Workman :

Sh. P.S. Seetharaman, Advocate

For the Management :

Sh. S.R. Rajagopal, Advocate

## AWARD

The Govt of India in Ministry of Labour in exercise of powers conferred by Clause (D) of Sub-Section (1) and Sub-Section(2A) of Section 10 of Industrial Dispute Act, 1947 have referred following

dispute for adjudication vide order No. L-11012/4 98-IR(C-I) dt. 22-01-1999 :

“Whether the action of the management of NEPC Airlines in terminating the service of Capt. V.K. Sharma, Pilot, with effect from 31st March, 1977 is justified or not? If not, justified to what relief the workman is entitled? ”

This Industrial Dispute was referred earlier to the Tamil Nadu Industrial Tribunal for adjudication. It was taken on file there as I.D. 22/1999. On receipt of the notice from that Tribunal the counsel on either side entered appearance on 04-05-1999 and 16-08-99 respectively. Though the case was adjourned to various dates extending time for the I party/Workman to file his claim statement till 09-01-2001, the I Party/Claimant/Workman has not chosen to file his claim statement before that Tamilnadu Industrial Tribunal. In the meantime orders were passed by Govt. of India to transfer this Dispute from the file of Tamilnadu Industrial Tribunal. On receipt of records of this case from Tamilnadu Industrial Tribunal, this case has been taken on file as I.D. No. 80/2001 on 16-01-2001. Notices were sent to the counsel on record for either party, informing them about the transfer of this case to the file of this Tribunal for adjudication with a direction to appear before this Tribunal with their respective parties on 20-01-2001 and on request by the counsel for I Party time was extended from time to time for filing claim statement of I Party till 24-04-2001. No claim statement was filed. Both the parties and their respective counsel remained absent on 24-04-2001. There was no representation on either side. When the case was taken up today finally neither the counsel on either side nor the parties to this dispute appeared. There is no representation on either side. Claim Statement of the I Party Workman has not filed even today. The non representation on either side and inaction of I party enable this Tribunal to conclude that no dispute now exists between the parties.

In the result this referred is closed, and an award is passed holding ‘No Dispute’ between the parties. No cost.

(Dictated to the Stenographer and transcribed and typed by him and corrected and pronounced by me in the open court on this day the 30th April, 2001.)

K KARTHIKEYAN, Presiding Officer

नई दिल्ली, 1 जून, 2001

का आ 1486—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबन्धन के मध्य नियोजको और उनके कर्मकारों के बीच, अन्तुबध में

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 31-5-2001 को प्राप्त हुआ था।

[सं. एल-12012/68/2000-आई आर (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 1st June, 2001

S.O. 1486.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 31-5-01.

[No. L-12012/68/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, CHENNAI

Wednesday, the 9th May, 2001

PRESENT : K. Karthikeyan Presiding Officer

Industrial Dispute No : 58/2000

(In the matter of the dispute for adjudication under section 10(1) (d) and sub-section 2(A) of the Industrial Disputes Act, 1947 between the Workman Sri S. Yesurathnam and the Management, The Chairman & Managing Director, Indian Overseas Bank).

BETWEEN

Sri S. Yesurathnam Workman/I Party

AND

The Chairman & Managing Director,

Indian Overseas Bank : Management/II Party

APPEARANCE:

For the Workman : M/s T. Fenn Walter,  
Advocates

For the Management: M/s. N.G.R. Prasad,  
Advocate

REFERENCE : Order No. L-12012/68/2000/R (B-II)  
dt. 24-8-2000, Govt. of India, Ministry  
of Labour. New Delhi.

This dispute on coming up before me for final hearing on 17-4-2001, upon perusing the reference, claim Statement, Counter Statement reply statement and oral and documentary evidence let in on either side and other material papers on record and

upon considering the arguments of learned counsel on either side, this dispute having stood over till this date, this Tribunal passed the following :—

#### AWARD

This reference by the Central Govt. in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947, in respect of dispute between Sri S. Yesurathnam, Workman and Chairman & Managing Director, Indian Overseas Bank, Chennai, Management, mentioned as Schedule appended to the order of reference.

The Schedule reads as follows :—

“Whether the claim of Sri S. Yesurathnam for reinstatement into services of the Indian Overseas Bank, Chennai is legal and justified ? If not, what relief is the workman entitled to?”

2. On receipt of this order of reference from the Govt. of India, Ministry of Labour as an industrial dispute for adjudication, this Tribunal has taken the reference on file as I.D. No. 58/2000. The notices were ordered to be sent to both the parties with a direction to appear before this Tribunal and to file the respective Claim Statement and Counter Statement with documents, if any, going to be relied upon. Accordingly, on receipt of notices, both the sides entered appearance through their respective counsel and filed their respective Claim Statement and Counter Statement. The I Party/Workman has also filed a reply statement to the Counter Statement by the II Party/Management and xerox copies of all the documents on either side were filed. When the matter was taken up for enquiry by this Tribunal, the Workman was examined himself as witness for the Workman and has marked one document as Ex.W1 After the evidence of the Workman/I Party, it was represented that there was no more evidence for the I Party/Workman. Then for the Management side one witness was examined as MW1 and Exhibits M1 to M25 were marked. After the examination of MW1, it was represented on the side of the Management that they have no more evidence. On conclusion of evidence on either side, the arguments advanced by the learned counsel on either side were heard.

3. The facts in respect of industrial dispute referred to adjudication under reference are briefly as follows :

The workman/I Party (herein after referred to as Petitioner) Sri S. Yesurathnam joined the services of the II Party/Management (hereinafter referred to as Respondent) as Messenger on 13-10-80. The Petitioner remained absent unauthorisedly on several occasions since 1981, without obtaining any permission or sanction from the competent authority for

the period 1-1-81 to 21-8-90. The Petitioner was absent for total number of 1013 days and he was on loss of pay on various occasions. During, 1993, he was unauthorisedly absent for total number of 224 and half days. Further, he was unauthorisedly absent for 8 days on two spells in July, 1994 i.e. from 11-7-94 to 15-7-94 and 28-7-94 to 30-7-94. Then again he was unauthorisedly absent for 86 days from 30-8-94 to 23-11-94. In the year 1995, he was unauthorisedly absent for five spells i.e. for 5 days from 2-9-95 to 6-1-95, for 84 days from 13-3-95 to 4-6-95, for 60 days from 19-6-95 to 17-8-95, for 15 days from 28-8-95 to 11-9-95 and for 56 days from 18-9-95 to 12-11-95. For the unauthorised absence, the Petitioner was charge sheeted for the first time by a charge sheet dated 9-7-91 for which a punishment of stoppage of annual increment for six months in terms of clause 17.8(c) of the Bipartite Settlement was awarded vide order dated 25-7-91. The Petitioner was charge sheeted for the same misconduct for the second time during 1993 by issuing a charge sheet dated 19-11-93. On the said charge, final order dated 30-8-94 was passed by the Disciplinary Authority imposing punishment of warning by taking a lenient view in the matter. Every time when the Petitioner was absented for a long time, he used to produce medical certificate and applied for leave on sick grounds. Hence, after issuing a charge sheet dated 19-11-93, the Petitioner was advised to appear before the Medical Board at Govt. General Hospital, Madras on 21-1-94 along with relevant prescriptions, pathological reports etc. for medical examination. However, the Respondent received a reply dated 21-1-94 from the Dean of General Hospital stating that the petitioner appeared before the Medical Board on 21-1-94, but he did not bring any records or copy of the medical certificates as such it was not possible for the Board to comment on the nature of illness and as to whether the leave was required at that time. Thus, the Petitioner had no proof for his continuous illness and to obtain medical certificate as and when leave was required. The Petitioner cannot absent himself unauthorisedly, despite of being punished twice. Then the Respondent had issued a charge sheet dated 23-2-95 for the third time. Pending the above charge sheet, the petitioner started absenting himself from duties since 13-3-95 to 4-6-95 for 84 days for which the Respondent issued additional charge sheet dated 19-6-95. On the above charge sheets, the Disciplinary Authority imposed punishment of bringing down the basic pay by two stages permanently. In spite of that punishment, the Petitioner has not improved his attitude of absented himself unauthorisedly from duties for 175 days from 19-6-95 to 7-2-96. The Respondent vide letter dated 15-2-96 advised the Petitioner that his absence from 26-12-95 was treated as unauthorised and he was instructed to report for duty within ten days from the date of receipt of that

recall letter. Since the Petitioner did not respond to the recall letter, the Respondent had issued a notice dated 15-4-96 in accordance with para XVII of the Bipartite Settlement dated 10-4-89 advising the Petitioner to report for duty within 30 days of the receipt of the notice, failing which it would be deemed that he had voluntarily retired from the bank service on his own accord. For the said notice also the Petitioner failed to respond, hence the Respondent/bank was constrained to issue a voluntary retirement order dated 17-5-96 stating that the Petitioner was deemed to have retired from the bank service on his own accord with effect from 15-5-96. Aggrieved by the said order, the Petitioner had raised this dispute, after a lapse of four years.

4. It is further contended by the workman in his Claim Statement that, the Petitioner has not received the letter and hence he has failed to respond to that letter. The Respondent's contention that the Petitioner has retired from service voluntarily as per the Bipartite Settlement is not correct. The retrenchment of the petitioner is unjust, improper and illegal. There is no provision in the Standing Orders or Rules of the Respondent to have belief that the Petitioner did not have the intention of joining duty. The Management has failed to hold an enquiry and nobody was examined to substantiate the charges as no prosecution witness was examined. The termination of the Petitioner is in contravention of well settled principles of natural justice. Hence, the order of termination is unjust, improper and illegal. Further, all the so called period of absence, the Petitioner was undergoing medical treatment and he has also sent leave letters for those period. Further, the medical certificate have sent for the entire period. He has also sent leave letters for those period and the same is evident from the leave letter register maintained by the security department. Under such circumstances, the Court may be pleased to order the Respondent to reinstate the Petitioner in service with back wages, continuity of service and all other attendant benefits.

5. It is further contended in the Counter Statement of the Respondent that the Petitioner was deemed to have retired from service of the Respondent under the provisions of Bipartite Settlement dated 10-4-89. As per that settlement when an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the Management may at any time thereafter, give a notice to the employee at his last known address calling upon him to report for duty within thirty days of the date of the notice,

stating inter alia the ground for coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within thirty days of the notice or gives an explanation for his absence within the said period of thirty days satisfying the Management that he has not taken up another employment and that he has no intention of not joining the duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter, within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under law or rules of service. As the Petitioner was a chronic absentee and had absented himself from duties for a period of more than 90 days i.e. 175 days from 19-6-95 to 7-2-96, without sanction or without submitting leave, he was deemed to have retired vide order dated 17-5-96, which was issued by the Respondent in accordance with the provisions of Bipartite Settlement. The Petitioner by his own conduct had invited such an action as prescribed under the Bipartite Settlement and taken by the Management. As the Respondent was not satisfied with the reasons adduced for availing leave, his absence was treated to be unauthorised. The Petitioner's case falls under para XVII of the Bipartite Settlement dated 10-4-89 under which he was treated to be voluntarily retired from service. The Respondent need not conduct any enquiry for passing the said order as per para XVII of the Bipartite Settlement. If the Tribunal feels that the enquiry should be conducted before dispensing with the services of the Petitioner the Respondent should be given an opportunity to establish the charges before the Tribunal. Hence, this Hon'ble Tribunal may be pleased to dismiss this case with cost.

6. It is further contended by the Petitioner in his reply statement that the Management has unilaterally come to a conclusion that it is a case of unauthorised absence. The Petitioner has given leave letters and medical certificates to the Respondent and to call it as unauthorised absence is not correct. The Bipartite Settlement dated 10-4-89 cannot be relied and acted upon, since the same is in contravention of law and well settled principles of natural justice. The settlement supposed to have been entered with the bank employees cannot go against the well settled principles of natural justice. Para 17 of the Bipartite Settlement cannot be relied and acted upon. Since no enquiry has been conducted, the Petitioner cannot be terminated from service. Till an enquiry is conducted to prove the unauthorised absence, the Petitioner will continue to be in service and cannot be terminated from service without holding an enquiry.

7. "The point for my consideration is whether the claim of Sri S. Yesurathnam for reinstatement into service of Indian Overseas Bank, Chennai is legal and justified? If not, what relief is the workman entitled to?"

Point :

The learned counsel for the Petitioner had put forth an argument that termination of the petitioner from service amounts to retrenchment, which is in contravention of Section 25G/25N of the Industrial Disputes Act and it is in contravention of Standing Orders and against the principles of natural justice. The Petitioner was issued with a charge sheet by the Respondent and the punishment has been imposed on him stating that his basic pay was brought down by two stages in the present scale of pay permanently, under Clause 16 of the Bipartite Settlement dated 14-12-66 and when the Petitioner wanted to resume duty and reported for duty, he was surprised to see that his name had been struck down in the attendance register and no letter was sent to him regarding his termination of service. Thereafter, the Petitioner sent a notice through his counsel on 5-3-99 and called upon the Respondent to take him back to duty within ten days and the Respondent had failed and neglected to send any reply to the Petitioner's notice through his counsel. A worker may be terminated, if he avails unauthorised leave continuously for more than 90 days. As far as the Petitioner is concerned, the above provision is not applicable at all because he has not availed leave for more than 90 days continuously. The bank has taken it as a case of voluntary retirement stating that the Petitioner is deemed to have retired from service on and from 15-5-96. There is no such deeming provision in the Settlement. Hence, the retrenchment of the Petitioner is unjust, improper and illegal. The Management has failed to hold an enquiry and this is totally in violation of principles of natural justice. Nobody was examined to substantiate the charges, hence the termination of the Petitioner is in contravention of the principles of natural justice.

8. The learned counsel for the Respondent would argue that the Petitioner/Workman was in the habit of unauthorisedly absent for duty ever since 1989 and the period of his absence unauthorisedly is given in detail in para 1 of the Counter Statement of the Respondent is not disputed. The Respondent has sent a notice dated 15-4-1996 under original of Ex. M22, advising the Petitioner Sri S. Yesurathnam to report for duty within 30 days of receipt of that letter, failing which it shall be deemed that the Petitioner has voluntarily retired from bank service on his own accord. It was in accordance with the Bipartite Settlement dated 10-4-89. Earlier, the Respondent/Management had sent a letter by



Registered Post dated 15-2-96 to the residential address of the petitioner informing him that he is absenting from duty since 26-12-1995 without any intimation to the Respondent and his absence from 26-12-95 is treated as unauthorised and he was directed to report duty within ten days from the date of receipt of the letter, failing which suitable action will be taken against him. Since the Petitioner has not responded to those letters, the Management has chosen to send a final letter dated 17-5-96 under original of Ex. M24 to the Petitioner to his last known residential address, informing him that in spite of the Respondent's advice to the petitioner under letter dated 15-4-96 to report for duty within 30 days, the Respondent had not received any communication from the Petitioner or the petitioner rejoining the duty or he had not reported for duty within the stipulated period and hence, it is apparent that the Petitioner have no intention of rejoining duty and continuing in the services of the bank. Under such circumstances, as he was advised earlier, it is deemed that he had voluntarily retired from bank service on his own accord with effect from 15-5-1996. All these letters sent by Registered Post with acknowledgement due to the given address 'No. 17, Nagathamman Koil Street, Ganapathypuram, Tambaram, Madras-59, were returned unserved as 'the Petitioner is not found and left' and those Registered covers with acknowledgements are Ex. M21, M23 and M25. In the Counter Statement para-6, the Respondent has clearly stated the provision of Bipartite Settlement dated 10-4-89 about the employees' absence for work for a period of 90 days or more than consecutive days and the absence can be taken by the management for the misconduct of the employee. This provision of the Bipartite Settlement has not been disputed by the Petitioner as no such Bipartite Settlement on the other hand, it is represented on behalf of the Petitioner that the Bipartite Agreement cannot be over ride the Statutory Rules regarding the retrenchment and non-employment. But it is the contention that the action of the Management that Petitioner had retired from service as per the Bipartite Settlement is not correct and it amounts to retrenchment and it is unjust, improper and illegal. The learned counsel for the Respondent would further argue that notices were sent to the Petitioner to the correct address and having known the purport of the notice sent by the Management, the Petitioner has evaded receiving those notices sent by Registered Post on three occasions by the Respondent/Management. Further the past record of the Petitioner is bad and he was unauthorisedly absent for so many occasions. Apart from sending notices under original of Ex. M22, the Respondent/Management has put up the said copy of the notices in the bank notice board to display for the period of at least one month, as it is seen from Ex. M22 itself.

Hence, the action taken by the Management under Ex. M24 as per the enabling proviso under the Bipartite Settlement and has concluded that the Petitioner is deemed to have voluntarily retired from bank service with effect from 15-5-96 is valid, correct and justifiable.

9. The learned counsel for the Petitioner has relied upon the decision of the Supreme Court reported as 2001 1 LLM 758 between PUNJAB AND SIND BANK AND OTHERS and SAKATTAR SINGH. In that case, the Supreme Court has held that unauthorised absence from duty for 90 or more consecutive days beyond sanctioned leave, Bipartite Settlement between the bank and employees based on Sastri Award, providing that under such circumstances the bank should give notice calling upon the employee to report for duty and if within 30 days the employee does not report for duty or offered satisfactory explanation, he should have deemed to be voluntarily retired and it is not a punishment for misconduct but is only recognition of realities of situation and does not result in violation of principles of natural justice. In that cited case, earlier, the High Court has quashed the termination order passed by the Punjab & Sind Bank against that concerned workman and the Supreme Court in the cited case held that in view of the Bipartite Settlement and the action of the Respondent not reporting for duty within the prescribed time nor offered satisfactory explanation, the High Court erred in quashing the termination and further held that termination having been validly effected, and the High Court's order is set aside. Relying upon this judgment, the learned counsel for the Respondent submitted that three notices sent to the last known address of the Petitioner herein by registered post, he has not responded to the same, but he had evaded receipt of that notice only to take a stand that he has not been given an opportunity as per the Bipartite Settlement to report for duty from the Respondent/Management. Hence, the action taken by the Management against the Petitioner/Workman is valid and justified. Hence, this industrial dispute is got to be dismissed.

10. The Petitioner, who has examined himself as Workman witness No. 1, had deposed before this Tribunal that when he was in service his health was affected and as and when he was unable to attend duty, he used to give leave application on the ground of ill health and used to submit medical certificate in support of the same. He would further say that as and when he applied for leave, the Personnel & Administrative Department used to pass an order for the leave application and one such order was passed on 6-3-95 and a xerox copy of one such order is Ex. W1. It is seen from the Ex. W1 that it is a communication dated 6-3-95 of the Chief Officer of the Personnel &

Administrative Department to the Petitioner Sri S. Yesurathnam through his security department stating that an advise was given to the Petitioner that his period of absence from 2-1-95 to 6-1-95 (five days) as unauthorised leave. In his evidence the Petitioner has denied that the Management has sent him many letters for his absence and he was further stated in the Chief Examination that no letter was sent by the Management directing him to come for work. In the cross-examination the Petitioner has admitted that he is residing in his own house ever since his birth and the address he had given in his Claim Statement is his address. In the Claim Statement the Petitioner his address as No. 17, Nagathamman Koil Street, Ganapathypuram, Tambaram, Chennai-59. Exhibits M21, M23 and M25 are the returned covers sent by Registered Post by giving address on the Petitioner as Sri S. Yesurathnam, No. 17, Nagathamman Koil Street, Ganapathypuram, Tambaram, Chennai-59 and as per the postal endorsements available on those covers they were returned unserved, since the addressee was not found in that address. It is seen from Ex. M21 that the letter sent by Registered Post was kept in deposit since the addressee was out of station, later when the postman went there, he found the addressee has gone out. So from this it is evident that the evidence given by the Petitioner as WWI that no letter was sent to him by the Management directing him to come to office/work is incorrect. Further, he has admitted in the cross examination that he was given charge sheet dated 23-2-95, 18-6-95 and 28-10-95. They were exhibits M1 to M3 and his reply dated 6-12-95 is under the original of Ex. M5. He has also admitted that the punishment imposed by the Respondent/Management for his earlier unauthorised absence is under Ex. M6. It is also his admission that under Ex. 7 letter dated 15-2-96, he was instructed to report for duty within ten days, but he had not attended to duty from 26-12-95 and he has not received any letter dated 26-12-95. Though he has admitted that he is residing in the same address during April & May, 1996, he had not received any notice from the Respondent dated 15-4-96 and 17-4-96. A suggestion has put to him that during that time the registered notice brought by the Postman, he only instructed him to sent back those letters stating that he was not available. That suggestion was denied by him. It is his further admission that in the year 1991-92 for his absence from duty chargesheets were given on 30-8-94. He was given one letter and xerox copy of the same is Ex. M8. It is also his admission that he was directed to appear before the medical board on 21-1-94 and accordingly he appeared before the medical board on that date and he had not taken any medical records, when he appeared before the Medical Board and he sought for leave from 28-8-93 to 8-12-93 for 103 days and when he attended to duty on 9-12-93

he presented leave application and the xerox copy of the same is Ex. M9. Like that he has admitted about his various period of absence from duty and Ex. M10 to M14. He has further admitted that he gave a letter dated 19-2-94 under Ex. 14 stating that the prescription and reports had been lost when he appeared before the Medical Board on 21-1-94. Further the Officer, who has deposed on behalf of the Management as MW1 has stated in her evidence about the returned unserved covers under Ex. M21, M23 and M25 and further stated that inspite of that notices, the Petitioner had not returned for duty. It is her further evidence that the Petitioner has admitted all the charges in his reply dated 6-12-95, a xerox copy of the same is Ex. M4. A perusal of Ex. M4 shows that it is a reply sent by the Petitioner Sri Yesurathnam to the Disciplinary Authority as a reply to the charge sheet dated 23-2-95, 19-6-95 and 28-10-95 issued to him. In that letter, he has admitted that he was absent on various occasions referred to by the Management in the above charge sheets and he also did not obtain sanction before or immediately after absence, from the competent authority and he has also admitted that he had been punished earlier twice for the same misconduct and had remained on leave on loss of pay on a number of occasions since 1981. He has further stated in that letter that as he was not keeping good health for the past few years, he could not attend the office. Further he has stated that since he had admitted the misconduct and charges, he requested the Management to dispose of the above chargesheets under section 17(12)(c) of the Bipartite Settlement dated 14-12-1966, without conducting an enquiry and if he commits any misconduct again, he may be punished severly. This he has submitted with the consent given by the Defence Representative Sri V. Raghuraman, Assistant General Secretary, JOB Employees Trade Union. From this, it is evident that the allegations made by the Respondent against the Petitioner with regard to his various periods of unauthorised absence are true and the Petitioner was in the habit of unauthorisedly absented for duty inspite of various punishments were imposed on him by the Management. The Petitioner himself has admitted in the cross examination that he was on leave from 28-8-93 to 8-12-93 for 103 days and when he attended to duty on 9-12-93 by presenting leave application under the original of Ex. M9 and he was given a letter on the same day, permitting him to do his duty without prejudice to the Management taken disciplinary action for his absence from 23-9-93 to 8-12-93, a xerox copy of the letter dated 9-12-93 is Ex. M10. So, from this admitted evidence, it is seen that in pursuance of provision under the Bipartite Settlement, as clearly stated in para 6 of the Counter Statement, the Respondent/Management has taken action and has passed an order under Ex. M24 that the Petitioner is deemed to have voluntarily retired

from bank's service on his own accord with effect from 15-5-1996.

11. In a case reported as 2000 (2) LLN 942 between the Syndicate Bank and General Secretary, Syndicate Bank Staff Association & Another, the Supreme Court was pleased to hold that when an employee remaining irregular and frequently absenting himself from duty, a show cause notice issued to him returned with postal remarks 'refused', the bank invoking clause (16) of Bipartite Settlement treating the employee to have abandoned his service and sending the order by Registered Post and the same returned by the postal authorities with the endorsement 'not found during delivery time'. The question is whether the Bank was justified in treating the employee to have voluntarily abandoned his service invoking the clause 16 of Bipartite Settlement. Held, from the postal remarks on the notice and order when returned undelivered raised a clear presumption in favour of the bank and the bank is well within its right to invoke provisions of Bipartite Settlement and treating the employee to have voluntarily retired from service and that there was no need for the bank to hold any inquiry before passing the order treating him to have abandoned his services. This decision of the Supreme Court is squarely applicable to the facts of this case. So, from all these things, it is evidently clear that the petitioner remained absent unauthorisedly for a continuous period of more than 90 days and hence the Management took action against him as per the provisions of Bipartite Settlement dated 10-4-89 and the Petitioner had chosen not to report for duty even after sufficient opportunity was given to him by the Bank/Management by informing him to recall to duty. So the ultimate action taken by the Management against the Petitioner vide order under Ex. M24 in treating the Petitioner is deemed to have voluntarily retired from service with effect from 15-5-96 is lawful and justified one. Hence, the demand of the concerned workman Shri S. Yesurathnam for reinstatement in the services of the Indian Overseas Bank, Chennai is not legal and justified and he is not entitled to any relief. Thus, I answer the point accordingly.

12. In the result, an award is passed holding that the claim of the Petitioner for reinstatement into services of the Indian Overseas Bank, Chennai, is not legal and justified and the Petitioner, the concerned workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed & typed by him and corrected & pronounced by me in the open court on this day, the 9th May, 2001.)

K. KARTHIKEYAN, Presiding Officer

Witness Examined :

For Claimant/I Party : WWI Shri S. Yesurathnam

For Management/I Party : MWI R. Mahalakshmi

Documents Marked :

For Claimant/I Party : Nil.

For Management :

Ex. No.	Date	Description
M1	23-2-95	Xerox copy of the charge sheet.
M2	19-6-95	Xerox copy of additional charge sheet.
M3	28-10-95	Xerox copy of the charge sheet.
M4	06-12-95	Xerox copy of the letter from the petitioner.
M5	11-12-95	Xerox copy of the Show Cause Notice for the charge sheets dated 23-3-95, 19-6-95 & 28-10-95.
M6	08-01-96	Xerox copy of Original Order Charge sheets dated 23-2-95, 19-6-95 & 28-10-95.
M7	15-02-96	Xerox copy of letter to the petitioner.
M8	30-08-94	Xerox copy of Original Order.
M9	09-12-93	Xerox copy of the leave application of the petitioner.
M10	09-12-93	Xerox copy of letter to the petitioner.
M11	15-10-94	Xerox copy of letter to petitioner.
M12	06-06-95	Xerox copy of leave letter of the petitioner with doctor certificate.
M13	05-05-95	Xerox copy of letter to petitioner.
M14	19-02-94	Xerox copy of letter of the petitioner to the Chief Officer Industrial Relations Department.
M15	09-07-91	Xerox copy of the charge-sheet.
M16	25-07-91	Xerox copy of Final Order to the Charge-sheet.
M17	19-11-93	Xerox copy of the charge-sheet.
M18 (1)	31-01-94	Xerox copy of letter from the Govt. General Hospital.
M18 (2)	21-01-94	Xerox copy of the proceedings of the Regional Medical Board.
M19	11-02-94	Xerox copy of letter to the petitioner.

1	2	3
M20	28-07-94	Xerox copy Show Cause Notice for Charge-sheet dated 19-11-93.
M21	22-02-96	Returned cover with ack. card.
M22	15-04-96	Xerox copy Notice for voluntary Retirement.
M23	17-04-96	Returned cover with ack. card.
M24	17-05-96	Xerox copy letter to the petitioner.
M25	22-05-96	Returned cover with ack. due.

नई दिल्ली, 4 जून, 2001

का. आ. 1487.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धत्व के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-06-2001 को प्राप्त हुआ था।

[सं. एस-12012/161/99—आई आर (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 4th June, 2001

S.O. 1487.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 01-06-01.

[No. L-12012/161/99—IR (B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Presiding Officer : Rudresh Kumar  
ADJUDICATION

I.D.No. 27/99

#### BETWEEN

Manmohan, S/o Sh. Gokul Prasad,  
R/o Village Mahewa, Post Mawai  
Allahabad ( U. P. )

#### AND

The Regional Manager,  
Allahabad Bank, Regional Office  
Jumpi Road,  
Mirzapur ( U. P. )

#### AWARD

By reference No. L 12012/161/99-IR (B-II)  
dt. 11-11-1999, the Central Government in

the Ministry of Labour, in exercise of power conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947) made over this industrial dispute between Manmohan S/o Sh. Gokul Prasad, Allahabad and Regional Manager, Allahabad Bank, Regional Office, Mirzapur for adjudication.

The reference is re-produced as under :

“Whether the action of the Management of Allahabad Bank in terminating the services of Sh. Manmohan, is justified or not ? if not, what relief the workman is entitled for ?”

2. Manmohan, the workman in his claim statement asserts, to have been appointed as casual worker in the office of Branch Manager, Allahabad Bank, Village Pathraur, Distt. Mirzapur on 1-1-1995. Initially, he was paid remuneration@ Rs. 200 p. m. which, later, was enhanced to Rs. 400 p. m. He was entrusted jobs done by class IV employees and was assigned duties like stitching and making entries of the vouchers in registers. Occasionally, he was sent to other branches of the bank to collect papers and also to purchase stationeries etc. He worked continuously from 1-1-95 to 28-3-98 with satisfaction of his superiors. However, his services were terminated abruptly w.e.f. 19-3-98. He worked for more than 240 days in each calendar year. His termination was in breach of section 25 F of the I. D. Act, 1947 as the management did not issue notice to him or paid compensation etc.

3. The management did not admit factums relating to the appointment of the workman as casual labour or his having worked like peon in the bank. However, it is admitted that Manmohan was engaged as part-time sweeper on consolidated monthly pay. Initially he was paid Rs. 200 p. m. which was later revised to Rs. 400 p. m. The management has also denied that he continuously worked in the bank. The case of the management is that Manmohan abandoned the work and left Pathraur in hostile and surcharged atmosphere due to his illicit relation with a local woman. His intimacy with a local woman estranged his relation with local habitants and there was risk to his life. He left the village on his own and did not report to duty. On his abandonment, casual appointments were made as per need. It is denied that the management terminated his services. He was a part time casual staff as Safaiwala and could leave the job at his convenience. There was no need to issue any notice or serve termination order on him, especially, when he quit the job on his own. On his place other persons were engaged on casual

basis. Provisions of section 25 F are not applicable in this case.

4. In support of their respective pleas, the parties filed documents as well examined witness on affidavit. They were permitted to cross examine rival witness. Coming to the fact, Ex M1 is the application of workman seeking appointment which indicates that he had applied for the post of part time Safaiwala and was appointed so, w. e. f. 1-1-1995. This letter is not denied by the workman. The management has also admitted that on occasions, Manmohan was deputed for bringing some stationaries etc. from Mirzapur and other places on his request. He used to go to his village and the market falling in the way, he volunteered to take works without expecting any TA and DA.

5. The management, specifically, has pleaded intimate relations of the workmen with a local woman. This fact was not denied in affidavit filed by the workman as his oral evidence. Management filed affidavit of Raja Ram Singh resident of village Pathr a who deposed that Manmohan had developed illicit relations with one local woman, and this caused resentment in the village. Fearing for life, the workman abandoned the village and did not report to duties.

6. As regards status of the workman, there is little controversy. The workman had, admittedly sought his appointment as 'part-time Safaiwala' and the management has also admitted this facts. The payment receipts corroborate that Manmohan was appointed as part time sweeper and worked for a petty long time. It is not denied that on one or two occasions he was given some duties to purchase stationaries etc. on his own requests, as the market was situated in way to his village. He was not paid TA/DA etc. The workman could not enjoy double status, one as a part time safaiwala duly appointed and paid by the bank and the other as casual labour to do work of sub-staff. According to the management, the job of safaiwala was casual and part time. It was workman who abandoned on his own. The management has pleaded that while staying at village Pathraur near the bank premises, he became close to a local woman and his illicit relation with her had created bad blood. He abandoned to save his life and left his duties abruptly.

7. Despite specific pleadings in written statement about his relation with a local woman, no specific denial was made in the re-joinder even a word is not said in the oral statement filed in shape of affidavit. It is not a case, in which the management raised plea at belated stage but from the very beginning it had taken a very specific plea of abandoning job by the workman. In absence of denial

the management's plea can not be rejected. The management has also examined Raja Ram Singh of Village Pathraur who deposed the said fact. He was cross examined by the workman but nothing came out in the cross examination to warrant inference of untruth. Likewise, management examined Dhani Lal, Manager of the Pathraur branch who explained facts and circumstances and the back ground under which workman left his job and did not return.

8. On analysis of evidence on record it appears that the management had no motive to terminate the services abruptly. It's case that the workman, compelled by the circumstances of his own making, had to escape from village Pathraur facing him not to return as there was risk to his life, is substantiated. As the part time job of the workman was not by way of proper selection under the service regulations, and he was not a regular employee, there was no need to issue notice calling him to join duties. There is no material on record to suggest that the workman was under administrative control of the management, though he could be under working control like any other daily wager, part time employee. Evidence on record corroborate management's version that Manmohan quit the job on his own and his services were not terminated. In the facts and circumstances of the case, the provisions of section 25 F has no application.

9. Accordingly, the workman is not entitled to any relief.

LUCKNOW

29-5-2001

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 4 जून, 2001

का. आ. 1488.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय II-मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[सं. एल-12012/7/99-आई आर (बी-II)]

सी. गंगाधरन, प्रवर सचिव

New Delhi, the 4th June, 2001

S.O. 1488. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court-II, Mumbai

as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 04-06-2001.

[No. L-12012/7/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II

MUMBAI

PRESENT

S. N. SAUNDANKAR

Reference No. CGIT-2/139 of 1999

Employers in Relation to the Management of  
The Regional Manager,

Dena Bank,  
Ganesh Bhawan,  
2nd Floor, Dadar,  
Mumbai-400 014.

AND

Their Workmen  
Sh. Prabhakar Tukaram Bhosale  
A/4, Yogeshwar Kripa,  
Near Taluka Police Station,  
Panvel, Raigad 410 206.

#### APPEARANCES :

FOR THE EMPLOYER : S/Shri S. K. Talsania  
& J. K. Mistry  
Advocates.

FOR THE WORKMEN : Shri S. Z. Chowdhary  
Advocate.

Mumbai, dated 30th April, 2001

#### AWARD

The Government of India, Ministry of labour, by its Order No. I-12012/7/99/IR(B-II), dated 28-05-1999, have referred the following Industrial Dispute for adjudication.

“Whether the action of management of Dena Bank by dismissing the workman Sh. Prabhakar Tukaram Bhosale from the services of the Bank is justified? If not, what relief the workman is entitled to?”

2. The workman filed Statement of Claim at Exhibit-13. The employer opposed the same by filing Written Statement (Exhibit-14). During the pendency of the matter workman reported to be dead and consequently his wife as his legal representative has been brought on the record. On 29-1-2001 Legal

Representative of the workman vide purshis (Ex-15) apprised this Tribunal that she received the legal dues in full and final settlement from the employer thereby dispute has been settled. The management endorsed the same. Since the claim has been settled the following order is passed.

#### ORDER

The reference stands disposed of as settled vide purshis (Exhibit-15).

S. N. SAUNDANKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

Reference No. CGIT 2/139 of 1999

Between

Dena Bank  
and

Their Workmen  
(Late Shri P. T. Bhosale)  
filed through legal heirs

1. Urmila Prabhakar Bhosale

2. Namrata Nilesh Naik

3. Suvarna Sanjay Kamble

4. Rupali Prabhakar Bhosale

MAY IT PLEASE THIS HONOURABLE  
TRIBUNAL

It is submitted on behalf of the deceased Workman that the legal heirs have received the legal dues in full and final settlement from the Management of Dena Bank. In the circumstances, it is respectfully prayed that the dispute stands resolved and therefore this Hon'ble Court be pleased to dispose of the above Reference accordingly.

Mumbai

Dated : this 29th day of  
January, 2001

For and on behalf  
of the deceased  
Workman

श्रीनति उर्मील, प्र. भोसले

No objection

J. K. Mistry

Advocate for Management

Dena Bank

29-1-2001

नई दिल्ली, 6 जून, 2001

का. आ. 1489 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्र बैंक के प्रबन्धन के सबब नियोजको और उनके कर्मचारियों के बीच, अनबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम/धर्म शाखागत नियमों के

पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[स. एन-12012/64/99-आई आर (बी-II)]

सी गंगाधरन, अवर सचिव

New Delhi, the 6th June, 2001

S.O. 1489 -In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 04-06-2001.

[No. L-12012/164/99-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR  
COURT, BANGALORE

DATED : 28th MAY, 2001

PRESENT : HON'BLE SHRI V.N. KULKARNI  
B.Com LLB

C.R. No. 108/99

#### I PARTY

The Secretary,  
State Committee  
CBEU, C.S. Sadan,  
II Floor,  
No. 89, J.C. Road  
Bangalore-560 002

#### II PARTY

The Dy. General Manager  
Canara Bank,  
Staff Section (Workmen),  
Circle Office, Spencer Towers  
No. 86, M.G. Road,  
Bangalore.

#### AWARD

1. The Central Government by exercising the power conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No.-12012/164/99/IR(B-II) dated 29-9-99 for adjudication on the following schedule.

#### SCHEDULE

"Whether the recovery of amount from Sh. P. Shankaranarayana Adiga, Clerk by the management of Canara Bank is justified? If not what relief Shri P. Shankaranarayana Adiga is entitled?"

2. After the issue of notice either the first party nor the second party appeared. Now a memo is filed by the State Secretary praying to permit them to withdraw the reference. Accordingly I pass the following order.

#### ORDER

Permission is granted to withdraw the reference and the file is closed

(Dictated to PA transcribed by her corrected and signed by me on 28th May 2001.

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 6 जून, 2001

का प्रा 1490--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-06-2001 को प्राप्त हुआ था।

[सं. एन-12011/56/82-डी -II ए]

सी. गंगाधरन, अवर सचिव

New Delhi, the 6th June, 2001

S.O. 1490. -In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 04-06-2001.

[No. L-12011/56/82-DII A]

C. GANGADHARAN, Under Secy.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR  
COURT 'SHRAMSADAN', III MAIN, III CROSS  
II PHASE, TUMKEUR ROAD, YESHWANTH-  
PUR, BANGALORE

DATED : 29th May 2001

PRESENT : HON'BLE SHRI V N KULKARNI  
B.Com. LLB PRESIDING OFFICER  
C.R. No 42/90

#### I PARTY

The General Secretary,  
Syndicate Bank Staff Union,  
Meeran Sabeel Street  
Mount Road,  
Madras-600 002

#### II PARTY

The Chairman and the  
Managing Director  
Syndicate Bank H. O.  
Manipal-576 119

## AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Dispute Act, 1947 has referred this dispute vide order No. L-12011/56/82-D.IIA dated 25th July, 1990 for adjudication on the following schedule.

## SCHEDULE

"Whether the demand of the Syndicate Bank Staff union Madras that 'Personal Drivers' engaged by the officers of the Bank, for driving Bank's vehicles should be treated as Bank Employees with all benefits, rights, privileges etc. available to regular Bank Employees is justified? If so, to what relief they are entitled?"

2. The first party filed Claim Statement. The case of the first party in brief is as follows.

3. The first party is a union of Syndicate Bank Staff. The first party workmen are working since 7 to 8 years as drivers. The service conditions of the employees are governed by statutory law enacted by the legislature and are also governed by the awards made by the National Tribunal and also various settlements which have been arrived at from time to time inclusive of Bipartite Settlement. They are employed by the 2nd Party Bank through the intermediaries i.e. the executives. These executives include those officers who are entitled to get the car facility. There are about 100 officers in Scale IV and about 18 Officers in Scale V and about 10 officers in Scale VI apart from six top executives of the Bank. The maintenance of the car is met with by the second party Bank. The second party bank has used most unfair and subtle device by authorising the executives who are entitled to use the cars to appoint drivers of their choice. Accordingly, all these drivers who are parties in the above dispute have become Drivers of the 2nd party Bank through the intermediaries i.e. executives. All these executives are authorised to appoint Drivers. Other details are given in the Claim statement. The bank has employed these Drivers by authorising the executives to employ/to do a particular job and carrying on their fidelity and efficiency for a cash consideration. The first party workmen for various reasons has prayed to pass award in favour of first party union.

4. The second party appeared and filed counter contending that there is no merit in this reference.

5. The case of the second party in brief is as under. In the Counter facts of the case and legal contentions are narrated. The main contention of the second party is that the first party workmen are not the employees of the Bank. The dispute raised by the first party workmen is not maintainable as per

the definition of Section 2(k) of the I.D. Act. The demand made by the union for treating the personal drivers engaged by the officers of the Bank as employees of the Bank cannot be a subject matter of Industrial Dispute. The first party union has not locus-standi to espouse the cause of the personal drivers of the officers of the Bank. Details of para-wise replies are given in the counter. It is said that the executives may or may not prefer to engage drivers. They have to decide whom to engaged and on what terms. Bank would reimburse Driver's salary upto a certain amount decided from time to time and nothing else. Drivers are not the employees of the Bank. Whenever the executive does not use the Car, the personal driver is idle. There is absolutely no truth and substance in the contentions of the first party that the Bank controls the selection of personal Drivers of the Executives of that the Bank. Supervisors and controls their work and conduct

6. The Second party has contended in para 23.5 of the counter that certain aspects are relevant to know whether there is master and servant relationship, exist and accordingly the second party there must be master's power of selection of a servant, the payment of wages or other remuneration, the master's right to control the method of doing the work and the master's right of suspension or dismissal. The second party has submitted that the above are the test and according to their stand the first party workmen are not the employees of the bank. The second party for these reasons has prayed to reject the reference

7. It is seen from the records that on behalf of the first party one Shri K. Srinivasa Babu is examined. Against this on behalf of the management one witness Shri K. S. Kamath, Assistant General Manager is examined. Documents are marked. I have heard the arguments of learned counsel for the management. It is seen from the records that the first party and counsel remained absent and in view of the fact the matter is very old. The case was posted for arguments. Even for arguments the first party and counsel remained absent. Is have read the evidence carefully and perused all the documents and heard learned counsel for the second party.

8. According to the evidence of WWI there are about 150 personal drivers and they are the members of the union and the above drivers are driving the officials cars of the officers who have been appointed by the officers personally. Those drivers are the members of the union. They are driving cars of the



bank allotted to the officers concern and union is taking the cause of the above said drivers. Those drivers are doing the regular work of the bank. WW 1 is the secretary of the union. One of the contentions by the second party is that the drivers are not employees of the bank and there is no evidence that they are the members of the union and they cannot be members of the union, WW 1 says in his cross examination that he has not filed the written representation given by the concerned personal drivers. Absolutely there is no documentary evidence to show that the drivers are the members of the union. Drivers are not the employees of the bank. The contention of the first party union that they are the members of the union cannot be believed at all. The union has not produced any documents to say that the workmen are the employees of the bank. We are having the evidence of Assistant General Manager who has categorically said that the service conditions of the officers are governed by the Syndicate Bank Officers Service regulations and the regulation No. 26 provides permission for the use of bank car for personal use of the officers and the executive can drive the car personally or he has to engage his personal driver and the officer has to pay salary personally and not the bank and the bank reimburses some extent the amount of the officer. He has categorically stated in his evidence that the drivers are not the employees of the bank and they are not the members of the union. They do not have any bank work. Their names are not in the muster roll. He has further state that they are only personal drivers and there is no relationship of employee and employer between the drivers and the bank. He has also stated that there are other regular drivers who are appointed by the bank as per the recruitment rules. He is not cross examined by the 1st party.

9. In the instant case the first party union has not filed any document to believe that the workmen are the employees of the bank. The learned counsel for the second party relied AIR 1978 Supreme Court 481. I have read the above decision carefully. According to the said decision personal driver of an area manager of a Nationalised Bank is not a person employed by the bank. Keeping in mind the principles held in the above decision I am of the opinion that the union has absolutely failed to establish the relationship of employee and employer between the workmen and the management.

10. I have considered the entire material before me very carefully and I am of the opinion that there is no merit in this reference and accordingly I proceed to pass the following order.

1872 GI/2001-6

## ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 29th May 2001)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 4 जून, 2001

का.आ. 1491.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गैरिमन इंजीनियर (एम डब्ल्यू) के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[सं. एन-13011/3/2000-प्राईमर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th June 2001

S.O. 1491.—In pursuance of Section 17 of the Industrial Dispute Act 1947 (14 of 1947) the Central Government hereby publishes the Award of the Central Government Industrial Tribunal cum Labour Court No. II, Mumbai as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Garrison Engineer (MW) and their workman which was received by the Central Government on 4-6-2001.

[No. L-13011/3/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

## PRESENT

S.N. SAUNDANKAR

REFERENCE NO. CGIT-274 of 2000

Employers in relation to the Management of  
The Garrison Engineer (MW)

Kunjali Dr. Homi Bhabha Road  
Navy Nagar Colaba  
Mumbai 400005.

AND

Their Workman  
General Secretary  
All India MES Kamgar Sangathan  
12/14 Rajgir Chambers

Room No. 60, 7th Floor  
Shahid Bhagat Singh Marg  
Opp. Old Custom House  
Mumbai.

#### APPEARANCES :

For the Employer : Mr. N.R. Lokhande  
Representative.

For the Workman : Mr. Linganna Buchanna  
Representative.

Mumbai Dated 30th April 2001.

#### AWARD

The Government of India Ministry of Labour by its Order No L-13011/3/2000/IR(DU) dated 31-07-2000, have referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Garrison Engineer (NW), Kunjali, Mumbai in not releasing the salary for Sept’99 and Nov’99 to Jan’ 2000 to Shri Avinash A. Kadam, Elect(SK) is proper and justified? If not, to what relief he is entitled?

2. On receipt of the reference the Tribunal issued notices to the parties concerned. The General Secretary of the Union vide purshi (Exhibit-5) contended that the dispute has been settled out of court as the management paid salaries to the workman. Therefore the following order is passed:

#### ORDER

The reference stands disposed of as settled out of court vide purshis (Exhibit-5).

S. N. SAUNDANKAR, Presiding Officer

EXHIBIT NO. 5

#### ALL INDIA

MILITARY ENGINEER SERVICES KAMGAR  
SANGHATHAN, BOMBAY

ADDRESS : 12/14, RAJGIR CHAMBERS,  
ROOM NO. 60, 7th FLOOR, SHAHID BHAGAT-  
SINGH MARG, OPP. OLD CUSTOM HOUSE,  
BOMBAY—400 023

President (Ex. Army) :

C. P. PATHAN

Adviser :

K. S. KALAPPURA

B.A., LL.B.

Advocate, High Court, Bombay

TEL : 266 36 82

REGISTERED NO. BY2-8950

Affiliated with INTUC, INDWF

Recognised by Govt. of India

No. 9846 & 314

Gen. Secretary

LINGANNA BUCHANNA

AIMESKS Ref. No. AIMESKS/9/Kun/11/2000

Date : 05-9-2000

To

Presiding Officer,

Central Govt. Indus. Tribunal-cum-Labour Court  
No. II.

2nd Floor, Shram Raksha Bhawan,  
Shivshrushti Road, Opp. Priyadarshini,  
Off Eastern Express Highway, Sion,  
Mumbai—400 022.

Dispute No. of 2000.

1. Case of Garrison Engineer (NW) Kunjali and All India MES Kamgar Sanghathan.
2. Regarding Non-payment of salary for the month of Sept., '99 and Nov., '99 to Jan., 2000 to Shri Avinash A. Kadam, Elect. (SK).

#### MAY IT PLEASE YOUR HONOUR

The matter referred under the Order No. L-13011/3/2000/IR (DU) dated 31-07-2000 by the Govt. of India, Ministry of Labour, New Delhi, copy of which has been received by this Union under the Schedule as under :

#### SCHEDULE

“Whether the action of the management of Garrison Engineer (NW) Kunjali, Mumbai in not releasing the salary for Sept., '99 and Nov., '99 to Jan. '2000 to Sh. Avinash A. Kadam, Elect. (SK) is proper and justified? If not, to what relief he is entitled?”

After the dispute has been referred by the Asstt. Labour Commissioner (Central), Mumbai, the Garrison Engineer (NW), Kunjali has been kind enough to settle the matter by paying the salary to the employee concerned. Thereby the matter now stands settled out of Court.

We would therefore request you to treat this matter as settled and dispose of the matter, for which act of kindness, we shall, as in duty bound pray.

Yours Faithfully,

For All India MES Kamgar Sanghathan, Mumbai

LINGANNA BUCHANNA, Gen. Secy.

नई दिल्ली, 4 जून, 2001

का.आ. 1492.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेक्टर ग्राफ आई.सी.एस.आर., डिब्रूगढ़ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, औद्योगिक विवाद में औद्योगिक

अधिकरण, गुवाहाटी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[सं. एल-42011/44/2000-आईआर (डीयू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th June, 2001

S.O. 1492.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-cum-Labour Court Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Centre of ICMR, Dibrugarh and their workman, which was received by the Central Government on 4-6-2001.

[No. L-42011/44/2000-IR/(DU)]  
KULDIP RAI VERMA, Desk Officer  
ANNEXURE

IN THE INDUSTRIAL TRIBUNAL, GUWAHATI  
ASSAM

REFERENCE NO. 21(C) OF 2000

Present :

Shri K. Sarma, LL.B.,  
Presiding Officer,  
Industrial Tribunal, Guwahati.

In the matter of an Industrial Dispute between :  
The Management of  
The Director,  
Regional Medical Research Centre,  
Dibrugarh, Assam.

Vs.

Their workman  
Rep. by General Secy.,  
RMRC Employees Association,  
Dibrugarh.

Date of Award : 21-5-2001

AWARD

This is an Industrial Dispute referred to by Govt. of India, Ministry of Labour vide Order No. L-42011/44/2000/IR (DU) dt. 28-9-2000 under Section 10 of the I.D. Act to adjudicate the dispute arising between the management of Regional Medical Research Centre, Dibrugarh, Assam and their workman represented by General Secy., RMRC Employees Association, Dibrugarh on the following issue :

“Whether the demand of Association of ICMR, Dibrugarh to continue the opportunity for promotion to their staff at par with the other centre of ICMR at different places on the post of Technical Officers is correct or not ? If so, what relief should be provided to them ?”

On receipt of the reference, this tribunal has registered this case and issued notices to both the parties calling upon them to appear before the tribunal and to file their written statement and documents etc. in support of their respective claim in response to which both the parties have appeared and filed written statement and documents in support of their case. Both the parties have declined to adduce oral evidence and pray to dispose the case on the basis of documents and pleadings filed by them.

Representative of both the parties are heard at length.

The fact of the case is that management has made arrangement for filling up the post of Technical Officer by a person having Engineering Degree by issuing advertisement to that effect when such vacancy arose following resignation of incumbent holding the post on 13-3-98.

The workman, on the other hand, has contended that as per service rule framed by the management, the post of Technical Officer may be filled up from the technical staff having technical background and experience. It is also contended that in other institution of India of similar nature, such post is filled up by person having technical background and experience. As their association has employee having such qualification and experience qualifying himself for promotion to said post, the management should have filled up the vacancy by promotion instead of direct recruitment from an engineer which may seal the promotional avenue of their members.

After hearing both the parties, I have carefully perused the written statement filed by both the parties and also documents filed therein. The workman has submitted zerox copy of Recruitment Rule for technical post under I.C.M.R. where there is provision for filling up the post of technical officer by promotion from the technical staff. The representative of the management has not denied the existence of such rule in their establishment, but has contended that the existence of such rule has come to their knowledge after issue of advertisement for direct recruitment to the post from an engineer. As the rule framed by the management has provided for filling up the said post by person from technical staff, mere issue of advertisement does not debar the management from considering the workman's case nor it make the rule non-existence.

In view of the aforesaid position of materials on record I am of opinion that the workman has a prima facie case to be considered by the management. Accordingly management is directed to stop direct recruitment to the post of Technical Officer from an engineer without considering the case of the

workman. The management is further directed to consider the case of the workman and if suitable candidate from the technical staff is found for promotion to the post of Technical Officer as per the rule framed as mentioned above, management should promote such person to said post instead of recruit directly.

Reference is answered in the light of above direction. Prepare an award accordingly.

K. SARMA, Presiding Officer

नई दिल्ली, 4 जून, 2001

का.अ. 1493.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार - मै. रिचर्डसन एण्ड क्रूडडस लिमिटेड (1972) के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[सं. एल-42011/21/99-आई आर (डीयू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th June, 2001

S.O. 1493.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson & Cruddas Ltd. (1972) and their workman, which was received by the Central Government on 4-6-2001.

[No. L-42011/21/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II  
MUMBAI

PRESENT :

S. N. SAUNDANKAR

REFERENCE NO. CGIT 2/178 OF 1999

EMPLOYERS IN RELATION TO THE  
MANAGEMENT OF

M/s. RICHARDSON & CRUDDAS LTD. (1972)

The Genl. Manager (IR),  
Richardson & Cruddas Ltd. (1972),  
Byculla Iron Works,  
Byculla,  
Mumbai-400 008.

AND

THEIR WORKMEN

The President,  
Association of Engineering Workers,  
252, Janta Colony,  
Ramnarayan Narket Marg,  
Ghatkopar (East),  
Mumbai-400 001.

APPEARANCES :

FOR THE EMPLOYER :

Mr. S. Z. Chowdhary, Advocate.

FOR THE WORKMEN :

Ms. Pooja Kulkarni, Advocate.

Mumbai, dated the 4th April, 2001

#### AWARD

The Government of India, Ministry of Labour, by its Order No. L-42011/21/99-IR (DU), dt. 25-08-1999, have referred the following Industrial Dispute for adjudication.

“Whether the action of the management of M/s. Richardson & Cruddas (1972) Ltd., Byculla Iron Works, Mumbai by not regularising the services of casual workers (indicated as per annex) is legal and justified? If not, to what relief these workmen are entitled?”

#### ANNEXURE

Sr. No.	Name of the workman	Ticket No.	Date of joining
1.	Sh. Mangesh Tandlekar	6456	1-9-1991
2.	Sh. Mahesh Ashok Ithapa	6457	1-9-1991
3.	Sh. Rajesh Pramod Vaikar	6473	2-1-1992
4.	Sh. Naushad S. Shaik	6478	2-1-1992
5.	Sh. Hemant Marvekar	6481	1-2-1992
6.	Sh. Mangesh Rane	6494	1-4-1992
7.	Sh. Rmakaant M. Bhosale	6500	1-4-1992
8.	Sh. Uttam S. Ubale	6505	2-5-1992
9.	Sh. Vinod Randive	6516	1-5-1992
10.	Sh. Ramesh Jadhav	6375	Year 1992

2. The Union filed a Statement of Claim at Exhibit-9. The management opposed the claim by their Written Statement (Exhibit-10). On the basis of the rival pleadings my Learned Predecessor framed issues (Ex. 11). Consequently matter was fixed for evidence. However on 5-1-2001 the Union vide purshis (Ex-13) contended that the workmen concerned, have accepted voluntary retirement and therefore no dispute remained, therefore no dispute Award be passed. The management endorsed to that effect

vide say dated 1-2-2001. Since dispute no more exists, the following order is passed :—

### ORDER

The reference stands disposed off for non-prosecution vide purshis (Exhibit 13).

S. N. SAUNDANKAR, Presiding Officer

EXHIBIT NO. 13

BEFORE HON'BLE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II

Reference No. CGIT/2-178/99

To

M/s. Richardson & Cruddas (1972) Ltd.,

And

Association of Engineering Workers.

MAY IT PLEASE THIS HON'BLE TRIBUNAL

The Association submits that all the workmen concerned in this Dispute have accepted voluntary Retirement Scheme and now have no claim of any nature against the Company. Therefore, this Hon'ble Tribunal may be pleased to pass no dispute award in this matter.

For and on behalf of

SAHADOO SAMBHAJI MALAYE, Secy.

PLACE : Mumbai.

Association of

Dated : 5-1-2001.

Engineering

Abhay Kulkarni & Associates.

Workers

Advocate for the Association

Other Side to Say  
Presiding Officer

नई दिल्ली, 4 जून, 2001

का.द्रा. 1494—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, रिचर्डसन एण्ड क्रुड्डास लिमिटेड (1972) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[सं. एल-42011/66/98-आई आर (डी यू)]

कुलदीप राय, बर्मा, डैस्क अधिकारी

New Delhi, the 4th June, 2001

S.O. 1494- In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum Labour Court No. II, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Richardson & Cruddas

Ltd. (1972) and their workman, which was received by the Central Government on 4-6-2001.

[No. L 42011/66/98-IR (DU)]

KULDIP RAI VERMA, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II.  
MUMBAI

PRESENT

S.N. SAUNDANKAR

REFERENCE No. CGIT-2/98 of 1999

Employers in Relation to the Management of  
M/s. RICHARDSON & CRUDDAS LTD. (1972)  
The Genl. Manager(IR),  
Byculla Iron Works,  
Byculla,  
Mumbai 400008.  
Their Workmen

AND

The President,  
Association of Engineering Workers,  
252, Janta Colony, Ramnarayan Market Marg,  
Ghatkopar (East),  
Mumbai 400077.

APPEARANCES :

For the Employer : Mr. S.Z. Chowdhary  
Advocate.

For The Worker : Ms. Pooja Kulkarni  
Advocate.

Mumbai, Dated 1st May, 2001.

AWARD

The Government of India, Ministry of Labour, by its Order No.L-42011/66/98/IR(DU), dtd. 26-4-1999, have referred to the following Industrial Dispute for adjudication.

“Whether the action of the Management of M/s. Richardson & Cruddas (1947) Ltd. Byculla Iron Works, Mumbai by not regularising the services of the Nine (9) casual workman (list as per annex) is legal and justified? If not, to what relief these workmen are entitled?”

### ANNEXURE

Sl. No.	Name of the Workman	Ticket No.	Date of joining
1	2	3	4
1.	Mr. Chatapati Koli	6536	19-07-89
2.	Mr. Ajit Tambe	6279	01-12-90
3.	Mr. Vinayak Mandelkar	6228	01-03-88

1	2	3	4
4.	Mr. Gajanan Bandiwadekar	6244	01-11-88
5.	Mr. Sudhir Raste	6482	03-02-92
6.	Mr. Milind Ingle	6495	01-04-92
7.	Mr. Vijay Yadav	6502	01-03-92
8.	Mr. Prashant Chari	6503	03-04-92
9.	Mr. Yogesh Amrute	6510	02-05-92

2. The Union filed Statement of Claim at Exhibit-10). The employer opposed the claim by their Written Statement (Ex-12). Thereafter the union filed Rejoinder (Exhibit-14). On the basis of the rival pleadings of the parties my Learned Predecessor framed issues (Exhibit-16). Consequently matter was fixed for evidence. On 5-1-2001, the Secretary of the union vide purshis (Exhibit-22) contended that the workman concerned have accepted voluntary retirement therefore, no dispute survives and Consequently they want to withdraw the reference. The management vide their say dtd. 1-2-2001 conceded the same. Since dispute no more survives the following order is passed :—

#### ORDER

The reference stands disposed of as withdrawn vide purshis (Exhibit-22).

S.N. SAUNDANKAR, Presiding Officer  
BEFORE HON'BLE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL No. II  
Reference No. CGIT/2/98/99

To,

M/s. Richardson and Cruddas (1972) Ltd.

And

Association of Engineering Workers.

MAY IT PLEASE THIS HON'BLE TRIBUNAL

The Association submits that all the workmen concerned in this Dispute have accepted voluntary Retirement Scheme and now have no claim of any nature against the Company. Therefore, this Hon'ble Tribunal may be pleased to tract the above matter as withdrawn and pass the order accordingly.

Place : Mumbai.

For and on behalf of  
Dated : 21/12/2000

S.S. MALAYE

Association of Engineering  
Workers

Abhay Kulkarni & Associates

Advocate for the Association.

Field on

नई दिल्ली, 4 जून, 2001

का.आ. 1495.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन इन्स्टीट्यूट ऑफ फॉरेस्ट मैनेजमेंट के

प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जवाहर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[नं. एल-42012/61/91-आई आर (डी यू)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th June, 2001

S.O. 1495.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal cum-Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Instt. of Forest Management and their workman. which was received by the Central Government on 4-6-2001..

[No. L-42012/61/91-IR(DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,

JABALPUR

CASE No. C/GIT/LC/R/200/91

PRESIDING OFFICER SHRI K.M. RAI

Shri Digvijay Kumar Shrivastav,

Gram Kotra sultanabad,

Near Shiv Sena Office,

Bhopal

Applicant

Versus

The Managing Director,

Indian Institute of Forest Management,

Nehru Nagar,

Bhopal

Non-applicant

#### AWARD

Passed on this 18th day of May-2001.

1. The Government of India, Ministry of Labour vide order No L-42012/61/91-IR(DU) dated 28-10-91 has referred the following dispute for adjudication by this tribunal ;

“Whether the action of the management of Managing Director, Indian Institute of Forest Management in terminating the services of Shri Digvijay Shrivastava is justified? If not, what relief the workman is entitled to?”

2. The workman did not appear in the court on 17-5-2001 when the case was called on for hearing. It appears that he is not interested in pursuing his claim as per reference of the dispute. Hence proceeded against him.

3. The workman has not proved his claim by appearing before this tribunal. In this way no dispute regarding his claim exists between the parties. In view of this facts, no dispute award is passed.

4. On the above said reasons, it is held that the workman is not entitled to any relief as claimed by him. His termination from service is held to be just and proper.

5. Copy of award be sent to the Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 4 जून, 2001

का.प्रा. 1496—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधन के सख्त नियोजको और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 का प्राप्त हुआ था।

[सं. एल-40012/167/94-आई आर (डीयू)]  
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 4th June, 2001

S.O 1496. In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal cum Labour Court Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 4-6-2001.

[No. L-40012/167/94-IR(DU)]  
KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/13/96

Presiding Officer : Shri K. M. Rai

Shri Todar Singh,  
S/o Murari Lal Yadav,  
Chungi Naka,  
House of Pradeep Tailor,  
Jabalpur

Applicant

Versus  
The Telecom District Engineer,  
Mahakaushal,  
Jabalpur

Non-applicant

#### AWARD

Passed on this 18th day of May, 2001.

1. The Government of India, Ministry of Labour vide order No L-40012/167/94-IR (DU) dated 28-12-95 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the General Manager, Telecom Distt, Jabalpur in not treating the workman Shri Todar Singh as temporary workman and terminating his services w. e. f. 15-7-90 is legal and justified? If not, what relief the workman is entitled to?”

2. The case for the workman is that he was appointed as casual labour by the management on 1-6-86 in the office of SDO (T) Mandla. He continuously worked in the employment of Telecommunication Department w.e.f. 1-6-86 to 8-7-90. His total working days, during the employment, were 1414. His services were terminated by the management vide notice dated 30-12-89. In this way he continuously worked for more than 240 days in a calendar year Prior to the date of his termination from service. He was not given any retrenchment compensation under the provisions of Sec-25-F of the I. D. Act, 1947. The telecommunication department has regularised the services of other employees who were appointed in the year 1986 as well as in the year 1987. Fresh workman were also given employment by the management and the workman was excluded from the list illegally. His termination is illegal and therefore he is entitled to regularisation with all consequential benefits.

3. The case for the management is that the workman was given casual employment in respect to the temporary work and project for a definite period. The workman produced a certificate issued in his favour by the DET (coaxial cable project, Jabalpur) and on this basis he was given casual employment for the temporary project at Mandla. As per the instructions of CGMT Bhopal issued in the month of Jan-90, the casual workers who were employed w. e. f. March 85 were discontinued. At the same time, the services of workman were no longer required by the Department and therefore he was discontinued by the management.

4. The management further alleges that the service particulars, furnished by the workman, were investigated and it was found that he had produced a false certificate alleged to have been issued by the DET coaxial cable project Jabalpur in order to secure employment. Due to this fact, the workman was not found fit to be retained in the employment. The workman had never continuously worked for 240 days in a calendar year as claimed by him. He

does not fulfil the required condition for the grant of temporary status in the Department. The workman was given the employment of casual labour for particular period. In view of this fact, he cannot claim any right to the post. He is not entitled to regularisation and monetary benefits as alleged by him.

5. The following issues arise for decision in this case :—

1. Whether the workman is entitled to regularisation and monetary benefits.

2. Relief and costs?

6. Issue No. 1:

The workman has filed the certificate of working days Exhibit A-1 issued by the SDO(T), Mandla on 23-11-91. This certificate goes to show that the workman had continuously worked for 240 days in the year 1988-89 and 89-90. He was given casual employment by the management in the month of June-86 and he continued to work from 1-6-86 to 8-7-90. This position has not been denied by the managements at all. The Supreme Court has finally settled the controversy by the pronouncement in *Jagriti Mazdoor Union and others versus Mahanagar Telephone Nigam Ltd.* and another reported in JT 1989 (SC) 364. The relevant observations of the supreme Court are reproduced as under :—

“Temporary status would be available to the casual labourers in the Postal Deptt on completion of one year of continuous service with at least 240 days of work (206 days in the case of officers observing five days week and on conferment of temporary status, house rent Allowance and City Compensatory Allowance shall be admissible. There would be no justification to withhold Maternity Leave as that is an obligation of the employer fulfilling the Directive Principles of State policy envisaged in Part IV of the constitution should provide the same. After rendering three years of continuous service with temporary status, the casual labourers shall be treated at par with temporary Grade D employees of the Department of posts and would thereby be entitled to such benefits as are admissible to group-D employees on regular basis.”

7. Relying on the judgement of the Supreme Court, the Central Administrative Tribunal, Jabalpur has held in OA No 252 of 1995 *Shri Rajeev Sharma & 55 others versus Union of India through Secretary, Ministry of Communication, Department of Posts, Dak Bhawan, New Delhi* that the employees who have rendered their services continuously for more than 240 days in a calendar year prior to 1989, they

should be treated as casual employees having acquired temporary status and thereafter consider them for regular appointment to Group-D on the basis of their seniority.

8. In the light of above said judgements of the supreme Court and CAT, it is fully established that the workman had continuously worked as casual worker for more than 240 days prior to 1989. In this way he has attained the temporary status in the Telecommunication Department. The management has not been able to prove that for securing the employment, he had given a false certificate alleged to have been issued by the DE(T) coaxial cable project, Jabalpur. Taking all these facts into consideration, it is fully established that the workman has attained the required temporary status by virtue of working as casual worker in the Department. He is therefore entitled to regularisation in the light of the judgement of Supreme Court passed in *Jagriti Mazdoor Union case*.

9. On the principle of no work no pay, the workman shall not be entitled to get back wages as claimed by him. The absence from duty shall be treated as continuous service only for the purposes of pensionary benefits. Issue No. 1 is decided accordingly.

10. Issue No 2 : On the reasons stated above, it is held that the workman has acquired temporary status while working as casual worker in the employment of the management. He should be reinstated and regularised as temporary worker in the Department. The workman shall not be entitled to any back wages as claimed by him. Issue No. 2 is decided accordingly.

11. Copy of the award be sent to the Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 4 जून, 2001

का.आ. 1497—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार 508 आर्मी बेस वर्कशॉप के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, संबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पत्राट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2001 को प्राप्त हुआ था।

[म. एल-14011/13/99—आई आर (डीयू)]

कुलदीप राय वर्मा, ईस्क अधिकारी



New Delhi, the 4th June, 2001

S.O. 1497. In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of 508 Army Base Workshop and their workman which was received by the Central Government on 4-6-2001.

[No. L-14011/13/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Presiding Officer : Rudresh Kumar

#### ADJUDICATION

I.D. No. 4/2000

#### BETWEEN

The General Secretary,  
Defence, E.M.E. Employees Union, Allahabad  
586/74 A/25, B  
Dalelkapur, Allahapur,  
Allahabad (U.P.)-211001

#### AND

The Commandant & M & D  
508, Army Base Workshop  
Allahabad Fort,  
Allahabad (U.P.) 211005

#### AWARD

By reference, reference No.:L-140011/13/99 IR (DU) dt. 16-12-99 the Central Government in the Ministry of Labour, in exercise of power conferred by clause (d) of sub section in(1) and sub-section 2(A) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947) made over this industrial dispute between the General Secretary, Defence, E.M.E Employees Union, Allahabad espousing cause of Lakhan Lal and the Commandant & M & D, 508, Army Base Workshop, Allahabad for adjudication.

The reference is re-produced as under :

“Whether the Action of the Management of 508 Army Base Workshop in not Granting Medical Leave of Sh. Lakhan Lal is legal & justified? If not, to what relief he is entitled?”

Above reference was amended, substituting ‘Medical Leave by ‘Hospital Leave’ vide F N.L.-14011/13/99 IR (DU) dt. 1-12-2000.

1872 GI/2001—7

2. Shortly Put : the workman Lakhan Lal, met with an accident during duty hours, in the workshop premises on 16-11-96. He was referred to S.R.N. Hospital by C.G.H.S. Disp. No. 1 of Allahabad for treatment. On ‘X’ Ray and other pathological tests, a fracture was found and he was forced to remain under treatment for a long time. He applied for ‘hospital leave’ under the provisions of Leave rules applicable to the industrial staff in Defence Services which was dis-allowed by the management. Aggrieved by the refusal to grant ‘hospital leave’ by the management, he has raised this industrial dispute. It is stated in the claim statement, that Lakhan Lal is a ‘workman’ under section 2(S) of the I. D. Act, 1947.

3. The management of the 508 Army Base Workshop has denied in its written statement that Lakhan Lal received injuries during duty hours. It is pleaded that the injury was caused after 1.30 P.M. on 16-11-1996 (Saturday). The workman was under intoxication and received injuries as a consequence of it. He was escorted to his residence by his son. Medical certificate submitted by him were not proper as per prescribed procedures. It is also stated that enquiry held in this matter found him not entitled to ‘hospital leave’ and accordingly, he was denied the same.

4. Before adverting to discuss of admissibility of ‘hospital leave’ to the workman, a brief glance over admitted facts the pleadings and evidence is necessary. The management’s witness, Jagdish Chand, Asstt. Engineer of the workshop, on duty on the relevant date, admitted presence of Lakhan Lal on 16-11-1996 in the Vehicles Repairs Shop. Ist was Saturday and duty hours were 8.15 to 14.00 hours, including 1/2 an hour to reach the gate. According to him, he received information on phone from Planning & Progress Shop around 13.20 hours that one employee of his workshop had fallen down. He alongwith Bipin Chandra and R.K. Goswami arrived there and found that Lakhan Lal was lying there. He had fallen from the first floor while negotiating stair case. At 13.30 hours workshop was closed, so Bipin Chandra and R.K. Goswami lifted him and brought at the gate, from where he was taken by his son in a rickshaw. It is clear from his statement that injury was caused to the workman before 13.20 hours, i.e. much before the end of the duty hours i.e. 13.30 hours. It is not denied that the workman had fallen from the stair case, in Planning & Progress Shop and received injuries. The management has not filed any material

to indicate that Lakhan Lal had abandoned his duties against rules. His case to have sent to deliver a letter, is, no doubt denied by the management but it was obligatory to show that Lakhan Lal left his duty place without permission and he committed misconduct or the management initiated some action against him. As admitted by MWI, the information of injuries was received at 13.20 hours. It is evident that injuries including fracture injury was caused during duty hours and inside the premises of 508, Army Workshop in P&P shop unit. In this sequence, though the injuries were not caused while performing duties but during the course of duty. In the said background, the relevant provisions as to admissibility of 'hospital leave' needs scrutiny.

5. The parties pleaded reliance on Rule 19 of the Leave Rules for Civilian Industrial Employees paid from the Defence Services Estimates (Appendix XV). Rule 19 is quoted here under :

19. Hospital leave in terms of the provisions contained in Article 291 Hospital Leave of the C.S.R. will be admissible.

Relevant clauses 2 & 3 of Article 291 Civil Services Regulations are produced below for ready reference :—

1. It has been decided in modification of the provisions of article 291, Civil Service Regulations that hospital leave may be granted up to three months on full pay or six months on half pay period of three years to all class IV (Group D) Government servants and also to those class III (Group C) Government servants whose duties involve handling of dangerous machinery, explosive materials, poisonous drugs, etc. or the performance of hazardous tasks.
2. Industrial staff will also be entitled to hospital leave in the same manner as indicated in para 2 above.

Clause 2 of Article 291 accords admissibility of hospital leave up to 3 months on full pay or six months on half pay period of 3 years to all class IV (Group D) Government servants and also to those class III (Group C) Government servants whose duties involved handling of dangerous machinery, explosive materials, poisonous drugs, etc. or the performance of hazardous task. and clause 3 deals with Industrial Staff, entitled to hospital leave in the same manner as indicated in clause 2 above.

6. Lakhan Lal was admittedly a class III (Group C) employee. He was not involved in handling of dangerous machinery, explosive materials, poisonous drugs, etc. or the performance of hazardous task. He was working in Vehicles Repairs Shop

and his injury was caused in duty hours but not while performing any hazardous tasks. As such, his case is not covered by clause 2. However, he was an industrial staff and so admitted by the parties. Being industrial staff his case is covered by clause 3 and his entitlement in the same manner as indicated in para 2 of Article 291. There is no categorisation of industrial staff in group D and Group C for purposes of entitlement to hospital leave. Likewise, there is no classification of nature of work, for purposes of entitlement as if the case under clause 2.

7. The workman, Lakhan Lal was an industrial staff. He received injuries during duty hours inside the workshop, so, he is entitled to 'hospital leave' in the same manner as indicated in clause 2 i.e. three months on full pay and six months on half pay period of three years. However, he cannot be granted benefit as per clause 5 of Article 291. Clause 5, removed restriction on the quantum of 'hospital leave' to only those Government servants who suffers illness or injuries directly due to risks incurred of their official duties. In the present case, the workman did not suffer injury directly due to risks incurred in the course of his official duties. He was going to M & M shop and had fallen from the stair case. There is no material on record to suggest that any risk was involved. As such, in his case, 'hospital leave' will be admissible as per clause 2 of Article 291 Civil Services Regulation. The action of the management in denying him 'hospital leave' was not justified. Thus, the award is :

- (i) The workman Lakhan Lal is entitled to 'hospital leave' as per clause 2 read with clause 3 of Article 291 Civil Services Regulations;
- (ii) He is also entitled to cost, quantified Rs. 500 only.

LUCKNOW RUDRESH KUMAR, Presiding Officer  
28-5-0001

नई दिल्ली, 4 जून 2001

का.आ. 1498-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सेन्ट्रल रेलवे, मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक/अधिकरण नं. 2, मुम्बई के पत्राट हो प्रकाशित करती है, जो केन्द्रीय सरकार को 01-06-2001 को प्राप्त हुआ था।

[स. एल-41012/214/99-आर्डी आर(वी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2001

S.O. 1498.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Mumbai and their workman, which was received by the Central Government on 01-06-2001.

[No. L-41012/214/99-IR (B-I)]  
AJAY KUMAR, Desk Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

#### PRESENT :

S. N. Saundankar

Reference No. CGIT—2/3 of 2000

#### EMPLOYERS IN RELATION TO THE MANAGEMENT OF

The General Manager,  
Central Railway,  
Mumbai CST,  
Mumbai—400 001;

The Sr. Divisional Elec. Engineer (TRS),  
Central Railway,  
Kalyan.

#### AND

Their Workman

The General Secretary,  
Indian Railway Technical Staff Association,  
205, Srinath Dham,  
R.N.P. Park,  
Bhayander (E),  
Thane-401 105.

#### APPEARANCES :

For the Employer :

S/Shri S. N. Adwal; B. S. Rawat, S. B. Jadhav  
& S. M. Kelkar—Representatives.

For the workmen :

Shri B. M. Shukla—Representative.

Mumbai, dated 30th April, 2001

#### AWARD

The Government of India, Ministry of Labour, by its Order No. L-41012/214/99/IR (B-I), dtd. 15-12-99, have referred the following Industrial Dispute for adjudication :

“Whether Shri Balvant Vitthal More and 10 others (as per list enclosed) are workers under

the Industrial Disputes Act, 1947. If so, whether the action of the management of Central Rly., Mumbai in not regularising the services of these 11 contract workers is legal and justified? Are the disputants entitled to any relief if they are not workmen under the I.D. Act, 1947?”

#### List of workmen :

1. Balvant Vitthal More
2. Trimbak M. Khatkar
3. Manohar Vishnu Chauhan
4. Yogesh Vishnuprasad Tiwari
5. Ravi Ramchandra
6. Chetan Maruti Bhoir
7. Jairam Maruti
8. Suresh Natrajan Bhatkar
9. Madhukar D. Rangnath
10. Diwakar Bhaskar Raut
11. Vasant Namdeo.

2. On receipt of the notice the union and the management appeared before this Tribunal. The union vide purshis (Ex.-14) apprised that they have settled the dispute with the management on 11-8-99 and therefore they want to withdraw the reference. The management gave ‘No Objection’ to that. Since dispute no more survives, the following order is passed :

#### ORDER

The reference stands disposed of as withdrawn vide purshis (Exhibit-14).

S. N. SAUNDANKAR, Presiding Officer

EXHIBIT NO. 14

#### BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II

#### APPLICATION FOR WITHDRAWAL OF DISPUTE

#### IN

REFERENCE NO. CGIT/2/3/2000

#### BETWEEN

The Management of Central Railway  
And

Their workman

(being represented through : Secretary General  
IR TSA)

#### APPLICATION FOR WITHDRAWAL OF DISPUTE

#### MAY IT PLEASE YOUR HONOUR

Most respectfully, it is stated as under :

- (a) That the Dispute raised by Indian Railway Technical Staff Association (hereinafter referred to as Association for short) was in respect of regularization of contract labourers

whereas the Reference made to this Hon'ble Tribunal is to decide as to whether the said labourers are workman under Industrial Dispute Act, 1947 or not? Thus the Dispute raised by the Association is not consequential to the terms of Reference made by the appropriate Government to be decided by this Tribunal.

- (b) That in this regard the Association and the Management have already arrived at a settlement vide Memorandum of Understanding dated 11-8-99. In view of this, on date there is no Dispute between Management and the Association representing the workman. Hereto annexed and marked as "Exhibit R" is a copy of the Memorandum of Understanding dated settling the Dispute.
- (c) In view of the above facts and circumstances, it is prayed to this Hon'ble Tribunal to be pleased to allow the Association to withdraw the Dispute, as on date as it has no Cause of Action.

Date : 16-01-01  
Place: Mumbai.

B. M. SHUKLA,  
Secretary General  
Indian Railway Technical  
Staff Association

No Objection as withdrawn the Reference  
S. M. KELKAR, Law Assistant

नई दिल्ली, 4 जून, 2001

का.आ. 1499.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ हैदराबाद के प्रबंधन के सदस्य नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-06-2001 को प्राप्त हुआ था।

[सं. एल-12012/43/95-आई आर (बी-1)]  
अजय कुमार, डेस्क अधिकारी

New Delhi, the 4th June, 2001

S.O. 1499.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Hyderabad and their workman, which was received by the Central Government on 01-06-2001.

[No L-12012/43/95-IR (B-I)]  
AJAY KUMAR, Desk Office

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II,  
MUMBAI

PRESENT

S. N. Saundankar

REFERENCE NO. CGIT-2/30 of 1996.

Employers in Relation to the  
Management of State Bank of  
Hyderabad

The Regional Manager,  
Ashok Mahal,  
1st Floor, 1204 Tulloch Road,  
Colaba,  
Bombay-9.

AND

Their Workmen  
Sh. P. Srinivasan,  
B. B. Nitya Apartments,  
Ind Main Road,  
Gandhi Nagar,  
Next to Grant Sweet,  
Adyar, Madras.

APPEARANCES :

For The Employer : Mr. Gobindram D.  
Talreja Advocate.

For the Workmen : Mr. M. B. Anchan  
Advocate.

Mumbai, Dated the 2nd May, 2001

## AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/43/95-IR (B-I), dated 10-6-96, had referred the following Industrial Dispute for adjudication.

"Whether the action of the management of State Bank of Hyderabad, Bombay in dismissing the Service of Sh. P. Srinivasan, Clerk, working at Dadar Branch w.e.f. 11-12-92 is justified? If not, what relief should be granted?"

2. The workman filed Statement of Claim (Exhibit-3/1) which the management opposed by filing Written Statement (Exhibit-5). The workman thereafter filed Rejoinder (Ex.-6) and after framing the issues parties led evidence.

3. My Learned Predecessor vide Part-I Award dtd. 3-12-97 held that domestic inquiry conducted against the workmen was against the Principles of Natural Justice and that the findings of the inquiry officer are perverse. Feeling aggrieved against the same, the management had filed Writ Petition No. 714 of 1998., before the Hon'ble High Court.

His Lordship of the Hon'ble High Court vide order dated 22-10-99 set aside the impugned Part-I Award and directed the Tribunal to consider the findings of the inquiry officer as also the findings of the disciplinary authority and then to decide as to whether the inquiry was fair and proper and whether the findings were perverse and further directed to consider the charge of absentism levelled against the workman and to decide the matter at part-I stage de-novo.

4. Record, shows that as per the directions of the Hon'ble High Court, in Writ Petition referred to above, the matter was kept for hearing. On 13-2-2001, the workman vide purshis (Exhibit-38) pointed out that he does not want to prosecute the reference and the same be disposed of. The management vide their say dated 15-2-2001 gave 'No Objection' to dispose of the matter. In the result the following order is passed :

#### ORDER

The reference stands disposed of for non-prosecution vide purshis (Exhibit-38).

S N. SAUNDANKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI  
Ref. No. CGIT-2/30 of 96  
State Bank of Hyderabad  
and

Their Workmen

May it please your Honour.

The workman submits that he does not want to prosecute the above reference and the same may be disposed off accordingly.

Mumbai  
dated 13-2-2001

M. B. ANDIAN

Advocate for the Workman

नई दिल्ली, 7 जून, 2001

का आ 1500 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ मद्रास के प्रबंधन के सबध नियोजकों और उनके कर्मचारों के बीच, अनुसूचित में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर के पंचाट की प्रशिक्षित कर्ता है, जो केन्द्रीय सरकार को 06-06-2001 को प्राप्त हुआ था।

[न. एल-12012/626/98-आई आर (बी-1)]

गणन कमिटर, प्रेशर अधिकारी

New Delhi, the 7th June, 2001

S. O. 1500.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Mysore and their workman, which was received by the Central Government on 06-06-2001.

[No. L-12012/626/98-IR-(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR  
COURT, BANGALORE

Dated : 28th May, 2001

PRESENT: Hon'ble Shri V.N. Kulkarni, B. Com LL B  
Presiding Officer

C. R. No. 66/99

I Party

II Party

The General Secretary,  
State Bank of Mysore Exp. Asson,  
No. 544, IV Block,  
Jayanagar,  
Bangalore-560002

The Managing Director,  
State Bank of Mysore,  
Head office, K.G. Road,  
Bangalore-9

#### AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/626/98/IR (B-1) dated 4th May 1999 for adjudication on the following schedule :

#### SCHEDULE

"Whether the action of the management of State Bank of Mysore is justified in imposing the punishment of stoppage of 3 increments to Shri V. Vijayakumar workman with cumulative effect. If not to what relief the said workman is entitled to?"

2. Today the case is posted for Claim Statement but the first party has sent memo stating that he has taken Voluntary Retirement and seeks permission to withdraw this dispute. Accordingly I pass the following order :

## ORDER

Permission is granted to withdraw the reference and case is closed accordingly.

(Dictated to PA transcribed by her corrected and signed by me on 28th May, 2001)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 7 जून, 2001

का.आ. 1501.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नांदन रेलवे के प्रबंधन के संबद्ध नियोजनों और उनके कर्मचारियों के बीच, अनुबंध से निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 06-06-2001 को प्राप्त हुआ था।

[सं. एन-41012/29/99-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 7th June, 2001

S.O. 1501.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 06-06-2001.

[No. L-41012/29/99-IR(B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

BEFORE SHRI R. P. PANDEY, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT 117/9 SAROVODAYA NAGAR,  
KANPUR

Industrial Dispute No. 149 of 1999

In the matter of dispute :

## BETWEEN

Indresh Kumar,  
S/o Sunehari Lal,  
Gram Kacha Tundla Bagh Mohalla,  
District Firozabad.

## AND

Divisional Railway Manager,  
Northern Railway,  
Allahabad.  
Varishtha Khand Abhiyanta  
(Yan Avam Vahan),  
Northern Railway,  
Tundla.

## AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-41012/29/99-IR(B-I) dated 18-6-99 has referred the following dispute for adjudication to this tribunal—

"Whether the action of the Divisional Railway Manager, Northern Railway, Allahabad in discharging the

services of Shri Indresh Kumar son of Shri Sunehari Lal w.e.f. 12-2-86 is legal and justified? If not, to what relief the workman is entitled?"

2. The concerned workman has filed statement of claim with allegations that he was appointed under Sr. Section Engineer (Carriage and Wagon) Northern Railway, Tundla, Firozabad, as Safaiwala from 2-12-82 to 11-2-86. He continuously worked during that period. In order to engage him as regular employee, he was sent to Divisional Medical Officer, Northern Railway, Tundla, for medical examination in B-I category. Before being engaged under opposite party No. 2, he had worked for 122 days as safaiwala/casual worker from 24-5-82 to 15-10-92 under Chief Health Inspector, Northern Railway, Tundla. In the year 1984 all casual workers were screened and the concerned workman was selected in the screening test and his name was placed on the penal. The Divisional Medical Officer, Tundla, medically examined the concerned workman under B-I category and found him medically unfit (colour blind) for the post of Safaiwala in Carriage and Wagon Department. The workman came to know about this on 23-3-86 that his services were terminated w.e.f. 11-2-86 on the basis of medical examination where he was found unfit. It has been alleged that the concerned workman had worked more than 120 days as casual worker under railway administration, hence he was entitled to temporary status under railway administration. As he was not found fit on the basis of medical examination under B-I category, it was the duty of the management the northern railway to provide him alternative job in the lower medical category of C-I and C-II after getting him medically examined in that category. The concerned workman sent an application on 29-3-86 through the opposite party No. 2 to opposite party No. 1 for giving alternative job in C-I and C-II category, but no attention was paid by the railway administration. As the concerned workman had completed more than 240 days before the date of retrenchment i.e. before 11-2-86, he was entitled to get protection of the provisions of section 25F of the Act. As no notice, notice pay and retrenchment compensation was paid to the concerned workman at the time of his retrenchment/termination from service as such his termination from service is illegal. He stated that the concerned workman had made prayer that he may be accommodated under commercial, medical department and on other similar posts under other sections and departments of the railway of a lower medical category C-I and C-II but nothing was done by the management of the railway. It has been alleged that the post of safaiwala, peon, office khakasi, mali etc., under other sections and departments of northern railway were of lower medical category i.e. C-I and C-II where the workman could have been accommodated but this has not been done by the management. It has been alleged that as the workman has been illegally retrenched from the service he may be taken back in the service of railway and full pay and back wages may be granted to him against the management of the northern railway.

3. The management of northern railway has filed written statement in which they have not disputed the fact that the concerned workman was employed as casual worker from 1982 to 11-2-82 on the post of safaiwala. It has also been not disputed that when he was sent for medical examination under B-I category he was found unfit for that post by Divisional Medical Officer, Northern Railway, Tundla. It has been alleged that as the concerned workman was found medically unfit for the post of safaiwala in C & W Department of the opposite party, his services were terminated accordingly. It has been alleged that the concerned workman is not entitled to get any relief in this case.

4. The workman has filed rejoinder in which he has reiterated the allegations made in the statement of claim. He has further stated that as the concerned employee had got temporary status being in continuous service under railway administration for more than 120 days he was entitled to be absorbed on some alternative post in lower medical category i.e. C-I or C-II. He has prayed that the concerned workman should be medically examined for the post in C-I and C-II category under railway administration and railway administration should be directed to give him an alternative job on such post.

5. The concerned workman has examined himself as WW. 1 and filed 14 documents marked Ext. W1 to W14. The management has examined Mahesh Prakash, Office

Superintendent, II, in the office of Sr. Section Engineer, (C & W) Department, Northern Railway, Tundla, as M.W. I.

6. I have heard the authorised representative for both the sides and have gone through the record of the case. The authorised representative for the workman has argued that when the concerned workman had served the railway administration as safaiwala continuously from 2-12-82 to 11-2-86 i.e. for about four years, he was entitled to get status of temporary railway employee and also for the protection of the provisions of Industrial Disputes Act, at the time of dispensation of his service. He has drawn my attention towards a circular of Railway Board indicating that if a casual worker completes 120 days continuous service he shall be entitled to get temporary status of a temporary employee. There is no dispute about the fact that he worked under railway administration from 2-12-82 to 11-2-86. The certificate dated 8-2-89 issued by Office Superintendent of Carriage and Wagon Department, Northern Railway, Tundla, is Ext. W. 3 on the record. This shows that the concerned workman was a casual worker/safaiwala from 2-12-82 to 11-2-86. This also shows that the concerned workman worked for more than 120 days continuously under the railway administration and in view of the circular issued by the Railway Board he got temporary status and was entitled to get all the benefits attached to a temporary railway employee. Thus he came within the definition of a workman as defined under section 2(s) of the Act. As he had worked continuously for more than three years he was also entitled to get protection of the provisions of section 25F of the Act. The record shows that no notice, notice pay or retrenchment compensation was paid to him on the date of termination of the service of the concerned workman on 11-2-86, therefore, his retrenchment from the service of the railway was in violation of section 25F of the Act and was, therefore, illegal.

7. It is admitted to the concerned workman as well as to the management that in Carriage and Wagon Section Northern Railway Tundla, Safaiwala must pass the vision test of class B-1. It is also admitted case of the parties that the concerned workman was sent to Divisional Medical Officer Tundla for medical examination and he failed in Class B-1 test because he was found unfit for the post on which he was employed and consequently he was discharged from the service. Although the discharge of the concerned workman from the service of the Railway being in violation of Section 25F of the Act, has been held to be illegal by this Tribunal in the above paragraph, no relief of reinstatement on that post could be granted to him because he was medically unfit for that post.

8. The authorised representative for the workman has argued that if a temporary railway employee is found medically unfit for the post which he is holding there is provision and direction of the Railway Board that he should be absorbed on other similar posts which belong to lower medical category. He has drawn my attention towards paragraph 1305 of Indian Railway Establishment Manual Vol. I (Revised Edition 1989) which provides as under:—

1305. Alternative employment must be found in the case of permanent and temporary railway servant.

Medically de-categorised staff may, as far as possible, be absorbed in such alternative posts which should broadly be in allied categories and where their background and experience in earlier posts could be utilised. There should be no difficulty in providing such alternative employment and no reversion of any officiating railway servant for the purpose of absorbing the disabled railway servant should be necessary. For this purpose attempts should be made to absorb the disabled railway servant not only within the District/Division or Department but in other District/Division or Department.

The aforesaid paragraph 1305 of the Indian Railway Establishment Manual clearly provides that if an employee of the railway is not found medically fit for the post which he is holding, he should be absorbed in such alternative post which should broadly be in allied category. It is also provided that there may be no difficulty in providing such employment. It is also provided in that paragraph that for this purpose attempts should be made to absorb such railway servant not only within the District/Division or Department but in other District/Division or Department. The

record shows that after the concerned workman was found medically unfit in B-1 category he moved an application 29-3-86 to D.R.M., Northern Railway, Allahabad, for giving him an alternative job of C-I and C-II class after getting him medically examined for the same. That application is Ext. W-2 which was forwarded by officer concerned of Tundla to the Divisional Railway Manager, Northern Railway, Allahabad. It appears that no action was taken by the Railway Administration on his representation and the concerned workman continued out of job although he was entitled to be considered for alternative job of the lower medical category.

9. It has come in evidence that there was not any post of Class IV employee in Carriage and Wagon Department of Northern Railway at Tundla, hence the Officer-in-charge of that Department discharged him from the service. But the officer concerned also recommended his case to Divisional Railway Manager, Northern Railway, Allahabad for absorption on similar post of lower medical category of C-I and C-II. In these circumstances the concerned workman should have been absorbed in other departments of Northern Railway Allahabad belonging to medical category C-I and C-II. The authorised representative for the concerned workman has also drawn my attention to Annexure-III of paragraph 1016 and 1018 given at page 25 on wards of the Indian Railway Establishment Manual 2nd Edition. I have gone through the relevant provisions relating to the description of the vision test and I find that post of peon, Zamadar, office peon, office khalasi, sweeper, store khalasi, sweeper, store chowkidar, waterman, malis, bhisties, in all supervisory and non supervisory offices belong to class 'C-I' category. Similarly the post of Station peons, sweeper, zamadars, bhisties, waterman, carriage sweeper, farrash under administrative and commercial departments belong to class C-I category and the concerned workman could be accommodated on these posts if no post for him of category C-I and C-II were available in Carriage and Wagon Department of Northern Railway, Tundla. The concerned workman has been found colour blind which was the disqualification of an employee in class A-1, A-2, A-3 and B-1, but this disqualification is not attached to the post of class C-I and C-II category. It appears that although the concerned workman had served about four years continuously as a casual labour under railway administration and had got temporary status yet no attempt appears to have been made by railway administration to absorb him on alternative job of C-I and C-II category for which he was entitled to be considered in view of aforesaid directions made by the Railway Board and in view of the provisions contained in the Indian Railway Establishment Manual, I, therefore, find that the concerned workman was entitled to be considered for an alternative job belonging to class C-I and C-II category and if he was found medically fit he should have been absorbed on the posts mentioned above, which belong to C-I and C-II category under administrative control of Divisional Railway Manager Northern Railway Allahabad.

10. In view of the findings recorded above, I hold that the termination of the concerned workman w.e.f. 11-2-86 was illegal being passed in violation of Section 25F of the Act, but he was not entitled to be reinstated on the post on which he was working as he was medically unfit for that post. However, he was entitled to be considered for absorption on other similar posts in other departments of Northern Railway under control of D.R.M., Northern Railway, Allahabad.

11. In view of above consideration, Divisional Railway, Northern Railway, Allahabad, is directed to consider the concerned workman for alternative employment on the posts of similar category like safaiwala etc., in other departments and offices of railway under his control after getting him medically examined in class C-I and C-II category and if he is found medically fit to absorb him on the similar post on which he was working and which belong to C-I and C-II category. If the alternative job is offered to him and he joins on that post the period from the date of termination of his service up to the date of joining on the alternative job shall be regularised by granting such leave which may be due to him. If no leave is due to him extra ordinary leave may be granted to him for that period and that period shall count for terminal benefits.

12. The D.R.M. Northern Railway, Allahabad, is directed to make compliance of the aforesaid direction within a period of six months from the date of publication of the

award in the Official Gazette. If the D.R.M. Northern Railway, Allahabad, fails to take such decision within the stipulated period the concerned workman will be deemed to have been absorbed on alternative job of C-I and C-II category on a post under D.R.M. Allahabad after expiry of six months from the date of publication of this award as colour blindness is not a disqualification for absorption on the post of C-I and C-II category mentioned above and shall also be entitled to get all benefits attached to that post.

12. Reference is answered accordingly.

R. P. PANDEY, Presiding Officer

31-5-2001

नई दिल्ली, 7 जून, 2001

का.क्रा 1502—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अन्वय में, केन्द्रीय सरकार अधिनियम, मिश्री श्री खेतिया ग्रामिन बैंक के प्रबंधक के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम/अधिनियम लागू करने के संबंध में प्रमाणित करती है, जो केन्द्रीय सरकार को 06-06-2001 को प्राप्त हुआ था।

[सं. एन. 12012/16/92-आई आर.-(बी.-आई.)]  
अजय कुमार डेस्क अधिकारी

New Delhi, the 7th June, 2001

S.O. 1502—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Chhindwara Seoni Kshetriya Gramin Bank and their workman, which was received by the Central Government on 6-6-2001.

[No. L-12012/16/92-IR-(B-I)]  
AJAY KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGJT/LC/R/81/92

Presiding Officer : Shri K. M. Rai.

Shri Remnath Gorale,  
S/o Shri Baliram Gorale,  
Gram : Chandori Khurd,  
Distt Seoni.

..Applicant

Versus

The Chairman,  
Chhindwara Seoni Kshetriya Gramin  
Bank,  
Head Office Mundi and Kachehari  
Gulabara,  
Chhindwara.

..Non-applicant

#### AWARD

Passed on this 18th day of May, 2001

1. The Government of India, Ministry of Labour vide order No. L-12012/16/92-IR(B.II) dated 24-3-92 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Chhindwara Seoni Kshetriya Gramin Bank, Seoni in terminating the services of Shri Ramnath Gorale, S/o Shri Baliram Gorale w.e.f. 10-12-90 was justified? If not, what relief the workman is entitled to?”

2. The case for the workman is that he was appointed as messenger by the oral order of the management passed in the month of January, 1988. He continuously worked upto 10-12-1990. He had continuously worked for more than 240 days in a calendar year preceeding the date of termination from service. He was not given one month's statutory notice prior to the date of his termination as required under Section 25 of the I.D. Act. He has also not been paid any retrenchment compensation by the management. The termination order is therefore bad in law which deserves to be quashed. The workman is entitled to reinstatement with all monetary benefits attaching to the post.

3. The case for the management is that the workman was engaged as a daily wage part time messenger by the Bank Manager, Bakhari purely on ad-hoc basis. No appointment letter was issued to him. Powers of recruitment of messengers in RRB are vested with Head Office and for this recruitment, recruitment procedures have to be followed. The workman had continuously worked only for 214 days from October, 1989 to June, 1990. Thereafter he worked for 25 days in November, 1990. The workman was not required to be given any notice as claimed by him. He has not been retrenched as per his allegation. In view of all these facts, the workman is not entitled to reinstatement with back wages.

4. Following issues arise for decision in the case :

1. Whether the workman is entitled to reinstatement with monetary benefits as claimed by him ?
2. Relief and costs ?

5. Issue No. 1.—The workman has claimed reinstatement as messenger in the Kshetriya Gramin Bank, Chhindwara Seoni. He was given employment by the Branch Manager. In this respect the workman has not been able to establish that the Branch Manager was legally authorised to appoint as a messenger in the Bank. On the contrary as per recruitment rules, the Branch Manager has no legal authority to make appointment as messenger in the Branch of the Bank. For this post, the recruitment rules have been framed and they must be followed in giving the employment to any candidate as messenger in the bank. If any appointment is done in violation of these rules, then such appointment is void-ab-initio. In giving the employment as messenger to the workman the recruitment rules have not been followed and therefore his initial appointment is bad in law and on this basis he cannot claim



regularisation or reinstatement as messenger. He claim has not been substantiated on the basis of law. At the same time, the workman has not been able to establish that he had continuously worked for more than 240 days in a calendar year in the employment of the Bank. This fact also does not support the claim of the workman for getting regular employment in the Bank.

6. In view of the foregoing discussions, it is held that the workman is not entitled to reinstatement and other monetary benefits attaching to the post of messenger. Issue No. 1 is answered accordingly.

7. Issue No. 2—In view of my finding given on issue No. 1, the workman is not legally entitled to reinstatement or regularisation to the post of messenger in the Gramin Bank as claimed by him. He is also not entitled to any monetary benefits attaching to the said post. The reference is accordingly answered against the workman and in favour of the management.

8. Copy of the award be sent to the Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली 8 जून, 2001

संख्या 1503—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्राप्ति के अनुषंग में, केन्द्रीय सरकार नौदल सेवा के अवकाश के संबंध में, केन्द्रीय सरकार के बीच, प्रत्यक्ष में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अधिकाधिकरण, नई दिल्ली के उच्चतम को प्रकाशित करती है, जो केन्द्रीय सरकार को 7-6-2001 को प्राप्त हुआ था।

[नं. ए. 11012/35/95—आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 8th June, 2001

S.O. 1503.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 7-6-2001.

[No. L-41012/35/95-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SHRI KESHAV SHARAN SRIVASTAV,  
PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 39/96

In the matter of dispute between :

Smt. Ram Beti W/o late Shri Samman Singh,  
R/o Nagla Chaikoor, Post Office Tundla,  
District Ferozabad,  
Through Adhvakash,

1872 GI/2001—8

R.C.S.R.M. Congress,  
2/36, Namni Agra-282001.

Versus

Senior D.E.M.,  
Northern Railway,  
Allahabad-211001.

#### APPEARANCES :

Shri Surender Singh, Advocate for the Workman.  
None for the Management.

#### AWARD

This Industrial Dispute was raised by the Rashtriya Chaturth Shreni Mazdoor Congress (INTUC) against the Northern Railway Administration, Allahabad appointing in service on compassionate grounds to Smt. Ram Beti W/o Shri Samman Singh (since dead).

2. The Central Government in the Ministry of Labour has thereafter sent the reference under Section 10(1)(d) and 2-A of the Industrial Disputes Act, 1947 vide its Order No. L-41012/35/95-I.R.(B) dated 29-3-96 for the adjudication of the industrial dispute on the following terms :—

“Whether the action of the management of Sr. D.E.N., Northern Railway Allahabad, for not giving appointment on compassionate grounds to Smt. Ram Beti W/o late Samman Singh, workman and not according temporary status in time in spite of working for more than 120 days continuously with the management is legal and justified? If not, she is entitled to what relief?”

3. The statement of claim has been filed by Shri Surender Singh, Advocate and President of Rashtriya Chaturth Shreni Mazdoor Congress (INTUC), Agra on behalf of Smt. Pam Beti (hereinafter referred to as Claimant).

4. The averments made in the statement of claim in short is that Shri Samman Singh was Railway employee and had worked under I.O.W. (1) Tundla from 31-8-76 to 5-9-83 continuously for 1746 days. He had acquired temporary status after working continuously for more than 120 days and had got CPC scale and M.R.C.L. grade. Shri Samman Singh was not paid his salary according to pay scale of regular employee. Samman Singh had died and after his death claimant had given application in writing for her employment under the Railway Administration on compassionate ground but her application was rejected on the ground that according to circular letter No. 1963 the widows of the deceased employee having got the C.P.C. scale could be appointed on compassionate ground when employee had died on or after 31-12-86. The deceased Samman Singh had become entitled to get all the service benefits of regular employee on acquiring temporary status after completing 120 days of continuous service. The claimant has prayed for the same relief.

5. On behalf of the railway administration written statement has been filed by D.E.N. (Head Quarter) Nr. Railway, Tundla and has denied the claimants case for her appointment on compassionate ground.

The case of the Railway Administration is that Samman Singh was a casual worker and had worked for a total period of 1746 days from 31-8-76 to 5-9-83 and thereafter he had voluntarily abandoned his service. Shri Samman Singh was paid all his salary according to existing rules and regulation and nothing was due to him.

6. The case of the railway administration further is that after leaving the service Samman Singh had died at his residence on 28-7-84 and thus the claimant was not entitled for her appointment on compassionate ground in terms of the circular No. 9163 according to which the benefit of the appointment on compassionate ground was available only to those widows of the workmen having acquired C.P.C. scale and died on or after 31-12-86. The railway administration, however, not denied factum of acquiring temporary status by late Samman Singh after completing 120 days of continuous service as stated on behalf of the claimant.

7. In the rejoinder claimant has reiterated the allegations made in the statement of claim. The fact as stated by the railway administration that Samman Singh had died after leaving the service of the Railway Administration has been denied, and it is alleged that Samman Singh had died during the continuance of his service after not even completing 1746 days of continuous service from 31-8-76 to 5-9-83 but also after completing 240 days of continuous work in one calendar year.

8. Vide order dated 15-12-97 railway administration was proceeded ex parte. Evidence on behalf of the claimant has only adduced in the case and the affidavit has been filed by Shri Kishan Murari Sharma the Secretary of the Rashtriya Chaturth Shreni Mazdoor Congress (INFUC), Agra. He has stated on oath also and has proved his affidavit marked as Ex. WW 1/1. In the cross-examination he has yet failed to reply about the exact date of the death of Shri Samman Singh. He has however, stated that Samman Singh had worked upto the year 1983.

9. Arguments in the case heard.

10. On behalf of the claimant it is strongly pleaded that Shri Samman Singh had acquired the temporary status in service after completing 120 days of his continuous service before his death and thus he had become entitled to get all the service benefits available to the regular employee and after his death the claimant had become fully entitled for her employment under railway administration on compassionate ground. In support of this contention following authorities have been cited on behalf of the claimant.

11. Ram Kumar and others Vs. U.O.I. 1989 (2) L.L.J. 72. In this case casual labour who had put in service varying between 10 and 16 years in Construction Department in Signal Unit in the Northern Railway had claimed for their absorption in the regular cadre in the permanent category and for treating them at par with maintenance workers claiming equal pay for equal work. The Hon'ble Supreme Court had held that the employees in open line acquiring a temporary status on completion of 120 days of service. This status is acquired on completion of 360 days by casual labour in project work. Having regard to prevailing

practice in railway it is difficult to obliterate the distinction between the two categories of employees till temporary status is acquired. The casual labour in Signal Unit of Construction Department is entitled to the same pay as admissible to others either in the project or in the open line. The railway administration was directed to consider claim of the casual labour promptly. The second case relied on behalf of the claimant is of Union of India and others Vs. Basant Lal and others 1992 Supreme Court Cases L & S 611. It was the case relating in the regularisation of the casual labour employed by the railway who had continuously worked for over 120 days it is held that the casual labour was entitled to be regularised as temporary labours and railway cannot deny them temporary status on the ground that they had been appointed as casual labour on a project work and not on construction work on open line and they could acquire temporary status only after completing 360 days of service.

12. Another case relied upon by the claimant is of Prabhawati Devi Vs. Union of India and others 1996 Supreme Court cases (L&S) 369. This case was related with the granting of family pension to the widow and children of a casual worker acquired status of the substitute and it is held that on completing six months continuous service as substitute the deceased employee had become temporary railway government servant and after his death his widow and children had become entitled for the family pension.

13. After having considered the entire contentions made on behalf of the claimant and the facts and circumstances of the case I find that the case of the claimant has got no merit.

14. In my view it is no denying the fact that only on acquiring the temporary status after completion of 120 days of continuous service the workman shall not be entitled for the service benefits available to the regular employee until he is absorbed in the regular service temporarily.

15. In the case of Union of India and Others Vs. Rabia Bikaner etc. J.I. 1997(6) SC 95. This aspect of the case has yet been considered and discussed by the Hon'ble Supreme Court and it has specifically been held in the case that the retiral benefit to the widow of the casual labour was not available since the casual labour was not regularised till the time of his death. In the said case the arguments on behalf of the railway administration put forward that the benefit of family pension scheme for railway employees, 1964 will be admissible in the case of the death of such an employee while in service only if he had completed minimum period of one year continuous service from the date he was absorbed against a regular temporary post. Against the contention of the railway board on behalf of the widow of the deceased worker on the basis of para 2511 of Indian Railway Establishment manual it was strongly pleaded for the entitlement of the widow of the deceased for the grant of the family pension. The contention made on behalf of the widow was repelled. The discussion and the observation made by the Hon'ble Supreme Court in this respect in para 4 needs to be mentioned :

"It is contended by the learned counsel for the respondent widows by the learned counsel that under paragraph 2511—"Rights and Privileges admissible to the casual labourers who are treated as temporary after completion of six months continuous service"—of the Railway Establishment Manual. They are entitled to family pension. We find it difficult to give acceptance to the contention. It is seen that every casual labourer employed in the railway administration for six months is entitled to temporary status. Thereafter they will be empanelled. After empanelment they are required to be screened by the competent authority and as and when vacancies for temporary posts in the regular establishment are available they should be appointed in the order of merit after screening. On their appointment they are also required to put in minimum service of one year in the temporary post. In view of the above position, if any of those employees who had put in the required minimum service of one year that too after the appointment to the temporary post died while in service his widow would be eligible to pension under the Family Pension Scheme, 1964. In all these cases though some of them have been screened yet appointments were not given since the temporary posts obviously were not available or in some cases they were not even eligible for screening because the posts become available after the death. Under these circumstances the respondent-widows are not eligible to the family pension."

In the said case the case of Ram Kumar and others Vs. U.O.I. Supra and of Prabhawati Devi Vs. U.O.I. Supra were cited on behalf of the widow in support of their contention. Both these authorities were not accepted by the Hon'ble Supreme Court.

16. It is thus a settled position that unless a casual labourer get absorbed in temporary service after completing 120 days he shall not be entitled for the service benefits of regular employee. The said authority of the U.O.I. and others Vs. Rabia Bikaner etc. supra I find a later authority applies on all force in the case. On behalf of the claimants there is nothing to show that Saniman Singh was absorbed in temporary service after acquiring temporary status and on this very ground I find the claimant's case cannot be accepted.

17. In view of the fact I do not feel it necessary to enter into discussions further on the case of the railway administration about the non-entitlement of the claimant for a appointment on compassionate ground on the basis of the circular No. 9163.

18. In view of the discussions I find that terms of reference should be decided in affirmative and the claimant is not entitled to any relief. The Award in the case is given accordingly.

Dated : 4-6-2001.

K. S. SRIVASTAV, Presiding Officer

नई दिल्ली, 8 जून, 2001

आ.आ. 1504—आयोगित विवाद अतिरिक्त, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा जून 17, 1947 के अधिनियम के संवत् विद्यमान और उनके निर्धारित के बीच, अनुबंध में निर्दिष्ट आयोगित विवाद में केन्द्रीय सरकार आयोगिक अतिरिक्त/धन अधिनियम, अनुबंध के पंचांग में प्रकाशित करता है, जो केन्द्रीय सरकार को 7-6-2001 का प्राप्त हुआ था।

[सं. 7-6-2001/2001/95-IR/3-I]

अजय कुमार, डेस्क ऑफिसर

New Delhi, the 8th June, 2001

S.O. 1504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 7-6-2001.

[No. L-12012/2001/95-IR/3-I]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

#### PRESENT:

Sri S. K. Dhal, OSJS (Sr Branch), Presiding Officer, C.G.I.T.-Cum-Labour Court Bhubaneswar.

Industrial Dispute Case No. Tr. I.D. 152/2001

Dated, Bhubaneswar, the 23rd May, 2001.

#### BETWEEN:

The Management of Reserve Bank of India, Bhubaneswar ..First Party-Management.

(AND)

Their Workmen, Shri Sanat Kumar Lenka & Others. ..Second Party-

#### APPEARANCES :

Shri P. S. N. Pradsad, Asst. Legal Adviser, & Shri A. K. Mohapatra, Asst. Manager. ..For the 1st Part-Management  
Shri Sanat Kumar Lenka, and Others. ..For the 2nd Party Workmen

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/2001/95-IR (R) dated 30-12-1997:—

"Whether the action of the management of Reserve Bank of India, Bhubaneswar in terminating the services of Shri Samrat Kr. Lenka, Shri Narinder Nath Mallick and Shri Biswajit Digal is legal and justified? If not to what relief the workmen are entitled?"

2. The facts behind the reference may be stated in brief.

The workmen in their claim statement have pleaded that they were the ticca mazdoors empanelled and employed by the R.B.I. (herein after called as the Management). They were eligible, qualified and suitable and as on being selected they were empanelled in the register of the Management. Their further pleadings is that they were working as substitute or "badali" workmen in place of regular workers when they found absence and when there is requirement for additional work. They were employed since 1990 and worked as substitute or badli workers. So they have got right to be absorbed as a permanent employee of the Management. When this was the practice, in January 1994 five workmen (who were the claimants in this case) were struck out from the rolls of the Management and they were refused of employment. No work was given to them thereafter. They made several representations for their absorption but they did not find favour of the Management. So they raised a dispute. Reconciliation failed. Thereafter the Govt. of India have made a reference as stated above.

The prayer of the workmen is that as they have worked for the Management for a long period they should be absorbed in the Management.

3. The management in their written statement has pleaded that the workmen were not their workmen as claimed. According to the Management the above workmen have never made any application pursuant to any advertisement of the management and their names were not sponsored by the employment exchange. The workmen were also not wait-listed under the normal recruitment procedure. So according to the Management they have got no right to any post or appointment in the Management. The Management has further pleaded that for preparing wait-listed Class-IV the names were called for from the local employment exchange and after scrutiny the selected candidates were asked to apply and after interview and medical test a list was prepared and the selected candidates were designated as ticca mazdoors. The services of ticca mazdoors were being utilised in absence of the regular workers. The present workmen who come to the Bank voluntarily were stand by workers and occasionally their services were utilised by the Management in absence of regular employers or ticca mazdoors. When this practice was going on there was a settlement between the Management of RBI with All India RBI workers Federation which is a recognised trade union of Class-IV employees of the Bank that all ticca mazdoors will be absorbed and the practice of preparing list of ticca mazdoors is to be abolished. So the Management has pleaded that these workmen were not ticca mazdoors. They have not worked for 240 days. It has been further pleaded that even if they have worked for 240 days that does not confirm any right on them for absorption. The Management has prayed that the claim of the workmen is not justified and they are not entitled for any relief.

4. On the basis of the above pleadings of the Parties the following Issues were settled :—

### ISSUES

I. Whether the action of the Management of R.B.I. Bhubaneswar in terminating the services of Shri Samrat Kr. Lenka, Shri Narinder Nath Mallick and Shri Biswajit Digal is legal and justified?

II. If not to what relief the workmen are entitled?

5. On behalf of the workmen two witnesses have been examined whereas the Management has examined one witness. The copy of the settlement has been filed and has been exhibited as Ext.-A and the statement showing the number of days worked by each workmen has been exhibited as Ext.-B.

### 6. ISSUE NO. 1

The workmen have claimed that they were ticca mazdoors. On the other hand the Management has adduced evidence to convince that the persons who were sponsored by the employment exchange and applied for the post and had faced the interview were designated as ticca mazdoors. The present workmen have never applied for the post nor have faced any interview. Moreover their names were not sponsored by the employment exchange. This evidence of the Management has not been rebutted by the workmen. The witness examined on behalf of the workmen has admitted that their names were not sponsored nor they have faced any interview nor they had received any intimation from the bank for doing any work. The witnesses examined on behalf of the workmen in cross examination have stated that there was no written order from the Management empanelling them as ticca mazdoors. In face of this evidence I can safely come to the conclusion that the workmen were not empanelled as ticca mazdoors. So the settlement made between the Management and the Union could not be applicable to them. The work which was being attended by the workmen was temporary and casual basis on the need of the jobs.

7. It has been pleaded on behalf of the workmen that they were engaged as ticca or substitute or badali in the Management and they have been refused to employment with effect from January 1994 even if they did not complete 240 days preceding to their discharge or termination for which they are entitled to be noticed and also they are also entitled for payment.

Reliance was placed in the case of HUTCHIAH -Vrs.- Karnataka State Road Transport Corporation reported in 1983 (1) LLI 30(43). The facts of the cited case is quite different from the facts of the present case. In this reported case the employees were discharged from the services of Karnataka State Road Transport Corporation. They were working as conductors. Before completion of the initial period of probation in the case of some of the employees and during the extended period of 1 year probation in the case of others they were discharged from the services. In this case, the workmen have never been appointed nor they were designated as ticca mazdoors. So the principle decided in the reported case

were not help to the workmen rather the principle decided in case of Maharashtra State Co-operative Cotton Growers Marketing Federation Ltd. -Vrs.- Maharashtra State Co-operative Cotton Growers Marketing Federation Employees Union reported in AIR 1994 SC 1046 favours the submission made on behalf of the Management that mere completion of 240 days by ticca mazdoors does not confirm any right to permanent absorption. The Memorandum of settlement dtd. 23-7-93 has been exhibited in this case as Ext.-A. It was decided that, engaging persons on daily wage basis, purely on ad hoc basis in Class-IV in various cadres shall be discontinued Ext.-B reveals the number of days worked by the workmen. It is seen that one of the workmen namely Smarat Kr. Lenka has worked 48 days in the year 1990, 49 days in the year 1991, 71 days in the year 1992, 79 days in the year 1993, 2 days in the year 1994. His friend Shri Narendra Nath Mallick has worked 3 days in the year 1985, 87 days in the year 1990, 80 days in the year 1981, 128 days in the year 1992, 77 days in the year 1993 and in the year 1994 he was not worked for any day. Similarly, Shri Biswajit Digal has worked only for 217 days from the year 1990 to 1994. There has been a discontinuation of ticca system remains uncontroverted. That is supported by the memorandum of settlement which has been marked as Ext.-A.

8. From the evidence of both the parties available on record I am of the opinion that the workmen have not been engaged as ticca mazdoors in the Bank. So when they have not applied for any job and have not faced any interview they would not be entitled for permanent absorption. Moreover as stated by the witness of the Management there is no vacancy in the bank for appointment of the workmen.

9. After careful consideration of the evidence on record and the materials placed I am of the opinion that there has been no violation of statutory provisions on the part of the 1st Party-Management in dispensing the services of the 2nd Party-Workmen. So the action of the Management cannot be said to be illegal and unjustified.

#### ISSUE NO. II

In view of the findings in respect of the Issue No. I the workmen are not entitled for any relief.

Reference is answered accordingly.

Dictated and Corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 8 जन, 2001

कासा 1505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार रिजर्व बैंक आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनवरत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट को प्रेषित करने की है, जो केन्द्रीय सरकार को 7-6-2001 को प्राप्त हुआ था।

[सं. एल-12012/205/95-IR(B-I)]

अजय कुमार, सैक्री अधिकारी

New Delhi, the 8th June, 2001

S.O. 1505.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 7-6-2001.

[No. L-12012/205/95-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

#### PRESENT :

Shri S. K. Dhal, OSJS (Sr. Branch), Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. Tr. I.D. 149/2001

Dated, Bhubaneswar, the 24th May, 2001

#### BETWEEN

The Management of Reserve Bank of India, Bhubaneswar

1st Party-  
Management.

#### AND

Shri Duryodhan Behera,  
C/o Samrat Kr. Lenka,  
Laxmisagar, Bhubaneswar.

... 2nd Party—  
Workman.

#### APPEARANCES :

Sri. P. S. N. Prasad, Asst. Legal Advisor, and  
A. K. Mohapatra, Asst. Manager, RBI,  
BBSR.—For the 1st Party-Management.

Shri Duryodhan Behera, Bhubaneswar.—For himself—Workman.

#### AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following disputes for adjudication vide their order No. L-12012/205/95-IR(B-I), dated 18-12-1997 :—

"Whether the action of the management of Reserve Bank of India, Bhubaneswar in terminating the services of Shri Duryodhan Behera is legal and justified? If not to what relief the workman is entitled?"

2. The case of the workman is that he was employed by the R.B.I. (hereinafter called as the Management) since 1990 as a ticca Mazdoor on being duly selected. He was working as substitute or "badali" workman in place of regular workers in the event of their absence. According to him the ticca Mazdoors perform the similar duties as the regular mazdoors. The mode of recruitment in both the case is same. The workman approached the Management for his regular absorption but it was turned down by the

Management. On the other hand in the year 1994 the Management refused him employment. So the workman raised a dispute before the Regional Labour Commissioner. Reconciliation failed. Hence, this reference. The workman has prayed for re-instatement in regular post.

3. In the written statement the Management has pleaded that the reference is invalid and not maintainable under Industrial Dispute Act. According to the Management, the workman was not a ticca Mazdoor. The persons whose names were sponsored by the employment exchange and had applied to the Management and had faced the interview were listed as ticca Mazdoors. Their services were being utilised in the event of absence of regular employees. There is a settlement between the Management and the Federation to abolish the system of ticca mazdoors and to observe all the ticca mazdoors. The workman not being a ticca mazdoor is not entitled for absorption. It is pleaded by the Management that, the name of the workman was not sponsored by the employment exchange. He had not applied for any post. He did not face any interview. He was coming to the Management-Bank voluntarily. When there is surplus of work in absence of regular employees and ticca mazdoors he was working on daily wages. Even he has not completed 240 days. So on the basis of the above pleading the Management has prayed that the workman is not entitled for any relief.

4. On behalf of the Management, one witness has been examined and the Memorandum of Settlement is exhibited in this case as Ext.-A and the statement showing the number of days worked by the workman has been exhibited as Ext.-B. The workman has examined himself as a witness. On the basis of the pleadings of the parties the following issues were settled:—

I. Whether the action of the management of Reserve Bank of India, Bhubaneswar, in terminating the services of Shri Duryodhan Behera is legal and justified?

II. If not, to what relief the workman is entitled?

#### ISSUE NO I

The Management witness has stated that for the recruitment of Class-IV employees after assessing the vacancies request is made to the employment exchange for sponsoring the names and on receipt of the list the candidates were called upon to make application and after scrutiny; interview is conducted and candidates are being selected after observing the formalities like medical test, verification of character antecedents and qualifications. Thereafter a list is drawn of the candidates to remain in the wait-list and they are called as ticca mazdoors. The workman has not applied for the post and he has not faced interview. This fact has been admitted by the workman who has examined himself as a witness. The evidence adduced on behalf of the Management has also not been shaken in the cross examination. No materials have been placed by the workman to prove that he was selected as a ticca mazdoor. Moreover the workman has himself admitted that he got engagement for 33 days in the year 1990, and he got 199 days engagement from the year 1990 to 1994. So his own admission is that he has never completed 240 days. It is also seen from

the version of the Management that in the year 1994 the order of dis-continuance of ticca system, the 2nd party had no engagement with the bank remains uncontroverted. The engagement of workman was temporary and casual basis on the needs of the job. So in that case the workman can not legitimately claim employment. The copy of the settlement is exhibited in this case as Ext.-A which speaks that ticca system has since been discontinued in the bank. The witness examined on behalf of the Management has further stated that the second party being not engaged as ticca mazdoor, he is not entitled to any relief. The stand taken by the workman that he was a ticca mazdoor has not been established with materials. On the other hand I find that the Management has succeeded in proving that the workman was not a ticca mazdoor. In face of the above evidence and from the materials placed on record I am of the opinion that there has been no violation of statutory provisions on behalf of the Management refusing engagement to the workman. So the action of the Management can not be said to be illegal and unjustified.

#### ISSUE NO. II

In view of my findings in respect of Issue No. I the workman is not entitled for any relief.

Reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

गई दिवसी, 8 जून, 2001

का.आ. 1506—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रवचन में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया, के प्रवचन के संदर्भ में निम्नलिखित बातें उनके अधिनियम के द्वारा अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार/श्रम न्यायालय अधिनियम के पंचाट की प्रवर्तिता करती है, जो केन्द्रीय सरकार को 7-6-2001 को प्राप्त हुआ था।

[I. एन-12012/207/95-गई आर (बी-1)]

अधीन कृत उत्तर अधिकारी

New Delhi, the 8th June, 2001

S.O. 1506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 7-6-2001.

[No. L-12012/207/95-IR(B-I)]

AAJAY KUMAR, Desk Officer

#### ANNEXURE

SRI S. K. DHAL, O.S.I.S. (SP BRANCH) PRESIDING OFFICER, CENTRAL GOVT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT

BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. TR. LD. 150/2001  
Dated, Bhubaneswar, the 22nd May 2001

## BETWEEN

The Management of Reserve Bank of India, Bhubaneswar, .. 1st Party/Management.  
AND

Shri Gunanidhi Pradhan,  
Bhubaneswar, .. 2nd Party-Workman.

## APPEARANCE :

Shri Gunanidhi Pradhan, .. For himself-2nd Party

Shri A.K. Mahapatra,  
Asst. Manager and Shri P.S.N.  
Prasad, Asst. Legal Adviser. .. For 1st Party-  
Management.

## AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by Clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), referred the following dispute for adjudication vide their order No. L-12012 207]5-IRBI dated 25-9-1995:—

‘Whether the action of the Management of Reserve Bank of India, Bhubaneswar in terminating the services of Shri Gunanidhi Pradhan is legal and justified? If not, to what relief the workman is entitled?’

2. The case of the second party workman is that he was employed by the 1st Party Management since 1994 as ticca mazdoor on being selected. He was being engaged as substitute in place of regular workers who remained absent or when there was requirement of additional work. It is pleaded that the workman along with others approached the Management for their regular absorption but they did not find favour of the Management but on other hand on January 1994 the Management refused him employment, the workman thereafter raised a dispute which on failure of conciliation was referred for adjudication to this Tribunal. It has been pleaded that Section 25(F) of I.D. Act has been violated by the 1st Party Management.

3. The 1st Party-Management entered his appearance and he filed his written statement wherein it has been pleaded that the reference is invalid and not maintainable under the I.D. Act. According to the Management the workman had never made any application pursuant to any advertisement of the Bank and his name was not sponsored by the employment exchange. The workman did not face any interview and he was not wait-listed under the normal recruitment procedure so he has no right to any post or appointment in the bank. It has been further submitted that the workman is not eligible as per the settlement dated 23-7-1993 entered into by the Management of RBI with All India RBI workers Federation a recognised trade union of class IV employees of the Bank. It has been further pleaded that when the workman was never appointed in the bank service the question of termination of his service does not arise. It has been further pleaded that mere completion of 240 days by ticca mazdoor does not confer him the right for absorption.

4. On the basis of the pleadings of the parties the following issues were settled for consideration

## ISSUES :

1. Whether the action of the Management of Reserve Bank of India, Bhubaneswar in terminating the service of Shri Gunanidhi Pradhan is legal and justified?

2. If not to what relief the workman is entitled?

5. On behalf of the workman one witness has been continued and he is the workman himself. The Management has examined one witness in support of his pleadings.

Issue No. 1

6. The stand of the management that the workman does not come under the category of ticca has been established by his witness. According to the Management the persons whose names have been sponsored by the employment

exchange and who have faced the interview and had passed the medical test have been listed as ticcas. The witness examined on behalf of the workman i.e. the workman himself has admitted in the cross examination that his name was not sponsored by the Employment Exchange. He was not issued any order of engagement. So in that case he would not come under the designation of ticca. The workman has also admitted that he has worked for 188 days in all over a period of five years. The copy of the settlement has been marked in this case as Ext. A. It reveals that the ticca system has since been discontinued in the bank. The evidence of the management is that the workman being not engaged on ticca in the bank and he having not applied for any job in the RBI-Management he is not entitled to any relief. This fact has not been controverted. The engagement of the workmen being temporary and casual basis, on the needs of the job he does not have any right of continuance in the employment. Moreover he has also not worked for 240 days. In view of the un-challenged evidence of the Management and the materials placed on record I am of the opinion that there has been no violation of statutory provisions on the part of the 1st Party-Management in dispensing the services of the workman. In other words the action of the Management can not be said to be illegal and unjustified.

Issue No. II

6. In view of the above findings no relief is admissible to the 2nd Party workman

7. Reference is answered accordingly

Dictated and corrected by me.

S K DHAI, Presiding Officer

दई दिवरी, 8 जून, 2001

कां. 150 / -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार मद्रास रेलवे के प्राध्वन के संबंध में औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम/अथवा न्यायालय केन्द्रों के प्राध्वन को प्रमाणित करती है, जो केन्द्रीय सरकार को 7-6-2001 को प्राप्त हुआ था।

[सं. प्र. - 41012/91/94-IR(B I)]

आज कुमार, डेस्क अधिकारी

New Delhi, the 8th June, 2001

S.O. 1507.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Central Government on 7-6-2001.

[No. L-41012/91/94-IR(B I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 21st May, 2001

## PRESENT :

K Karthikeyan, Presiding Officer

Industrial Dispute No. 445/2001

(Tamil Nadu Industrial Dispute No. 83/97)

(In the matter of the dispute for adjudication under section 10(1)(d) and sub-section 2(A) of the Industrial Disputes



Act, 1947, between the Workman, Sri R. Gunasakaran and the Management. The General Manager, Southern Railway, Chennai.)

(Dictated to the Stenographer, transcribed and typed by  
him corrected and pronounced by me in the open court on  
this day the 21st May, 2001.)

BETWEEN

Shri R. Gunasekaran. .... I Party/Workman

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 11 जून, 2001

AND

The General Manager,  
Southern Railway,  
Chennai. .... II Party/Management

APPEARANCE :

For the Workman: Sri A. Mani, Advocate  
For the Management: Sri G. Kalyanasundaram, Advocate

## AWARD

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947, have referred the following dispute for adjudication vide Order No. L-41012/91/94-IR(B-I) dated 19-7-95 :—

"Whether the action of the Management of Southern Railway, Madras, in terminating the services of Sri Gunasekaran w.e.f. February, 1992 in violation of Section 25F of the I.D. Act, 1947 is just, proper and legal? If not, to what relief is the workman entitled to?"

2. This reference has been made earlier to the Central Government Industrial Tribunal-cum-Labour Court, Bangalore, under reference dated 19-7-95. Subsequently, as per the order of the Central Government dated 10-6-97, this industrial dispute has been transferred to the file of Tamil Nadu Industrial Tribunal for adjudication. On receipt of records, that Tribunal took this case on file as I.D. No. 83/97 and issued notices to both the parties to appear before that Tribunal. On receipt of notice, both the parties appeared before that Tribunal through their respective counsel on 23-2-98. Later the Claim Statement by the I Party/Workman was filed before that Tribunal on 22-9-98. The Counter Statement was filed by the II Party/Management on 3-12-98. Ever since the enquiry in this industrial dispute was pending in that Tribunal, till this case has been transferred to the file of this Tribunal as per the orders of the Central Government. On receipt of records from that Tamil Nadu Industrial Tribunal, this case was taken on file by this Tribunal as I.D. No. 445/2001 on 9-2-2001.

Notices were sent to the counsel on either side informing them about the transfer of this case from the file of Tamil Nadu Industrial Tribunal to the file of this Tribunal with a direction to appear before this Tribunal with their respective parties on 27-2-2001 to prosecute this case. On that date the counsel for the II Party/Management alone was present and no other party as well as the counsel for the I Party was present. Subsequently, the case was adjourned to various dates for enquiry till this date. When the case was taken up for enquiry today which is posted finally, the counsel for the II Party/Management alone is present. Both the parties and the counsel for the I Party are not present. There is no representation from the I Party/Workman.

3 A perusal of the entire records go to show that subsequent to the filing of Claim Statement, the I Party/Workman places no interest to prosecute this case, presenting his claim against the II Party/Management in this industrial dispute either before the Tamil Nadu Industrial Tribunal, when it is pending there or before this Tribunal, subsequent to the case has been transferred to the file of this Tribunal. This non-representation and inaction of the I Party enable this Tribunal to conclude that the Petitioner/Workman, I Party herein, is not inclined to prosecute this case to put forth his contention in this industrial dispute for the relief prayed for. Under such circumstances, this Tribunal has no other option but to dismiss this industrial dispute for non-representation and non-prosecution.

4. In the result, an award is passed holding that there is no industrial dispute exist between the parties concerned now. Hence, the industrial dispute is dismissed for non-representation and non-prosecution. No Cost.

का.ग. 1508 --औद्योगिक विवाद अधिनियम, 1947  
(1947 का 14) की धारा 17 के अन्वये (1) केन्द्रीय  
सम्मान केन्दित रेलवे बोर्ड के अंतर्गत में मजदूर विरोधियों  
और उनके कार्यकारी के बीच, अन्तर्गत में विविध औद्यो-  
गिक विवाद में, केन्द्रीय सम्मान बोर्डों का अधिनियम/अ-  
न्यथा व्यवस्था के अन्तर्गत की प्राप्ति प्राप्त होती है, जो  
कन्द्रीय सम्मान बोर्ड 1947 की प्राप्ति द्वारा प्राप्त है।

{चं. पृ. = 4 012/ 173) 5-2(ब्रा) तः आर/ 1 1-1)

ਸਾਹਿਬ ਕਾਮ, ਫੈਲਦ ਸਾਹਿਬਾਨੀ

New Delhi, the 11th June, 2001

S.O. 1508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Railway, Kota and their workmen, which was received by the Central Government on 8-6-2001.

[No. L-11012-147-89-D-2(B)-IR(B-I)]

AJAY KUMAR, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JAIPUR

Case No. CGIT-71/2000

Reference No. L-41012/117,89 D-2(B) dated : 2-5-90

The Divisional Secretary.

Paschim Railway Karmachari Parishad,  
Kota .. Applicant.

 $V|s.$ 

The Divisional Railway Manager,  
Western Railway,  
Kotla .. Non-applicant.

ATTENDANCE :

For the applicant : Shri A.D. Grower.

For the non-applicant, Shri Tej Prakash Sharma.

Date of Award : 23-5-2001 :

## AWARD

The Central Government vide order No. L-41012/147,89-D-2(B) dated 2-5-1990 had referred the following dispute for adjudication under clause (d) of sub-section (1) and sub-section (2) of the Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as the Act, 1947) to the CGIT cum Labour Court, New Delhi. Later on vide order dated 28th August, 2000 the case was withdrawn by the Central Government from the above Tribunal and transferred the same to this Tribunal for adjudication.

"Whether the action of the Divisional Railway Manager, Western Railway, Kota is justified in terminating the services of Shri Anil Kumar, w.e.f. 3-4-84? If not, what relief the workman is entitled to?"

The applicant filed the statement of claim stating that he was engaged on 17-7-80 by PWI Raikot and worked there upto 10-8-80. He was again engaged from 21-3-83 by the



PWI Kota as a casual Labour and worked there upto 20-4-84. On 21-4-84 he was not taken on duty. He had completed more than 240 days of service in the year preceding to the date of termination. His services were terminated without notice or retrenchment compensation as required under Section 25-F of the Act, 1947. It was prayed that he may be reinstated in service from the date he was terminated from service with all the consequential benefits.

The non-applicant filed the reply to the claim stating that the working of the applicant under the PWI Rajkot does not pertain to his Division. It was stated that the applicant was appointed on 21-2-83 under PWI (B) Kota. It was denied that he was not taken on duty on 21-4-84. It was stated that the applicant was directed for medical examination on 26-3-84 to grant him temporary status, but he could not pass medical test of B-1 category. He was again sent for medical examination on 3-5-84 for C-1 category, but did not turned up thereafter. It was denied that the applicant was retrenched.

The applicant filed rejoinder to the reply reiterating the facts alleged in the statement of claim. It was admitted by the applicant that he was sent for the medical examination on 26-3-84 and 3-5-84. It was denied that the applicant did not turned up and it was stated that he was not taken on duty from 21-4-84.

On behalf of the non-applicant affidavit of Shri Kulbhushan Modi, Assistant Engineer was filed. The learned representative of the applicant was given opportunity to cross-examine him on his affidavit. On behalf of the applicant the affidavit of the applicant was filed on which the opportunity was given to the learned representative of the non-applicant to cross examine him on his affidavit. The applicant also filed copy of the service card marked W-1.

Heard arguments on behalf of both the parties and perused the record

It is not disputed that the applicant had worked in the establishment of the non-applicant as per the details given in the service card Ex-W-1 and had completed 240 days of service in the year prior to the alleged date of termination.

As per the order of reference it is to be considered as to whether the termination of service of applicant by the non-applicant on 3-4-84 is justified or not. In the statement of claim the applicant has not stated that his service was terminated on 3-4-84 and on the other hand he has stated that he worked upto 20-4-84 and on 21-4-84 he was not taken on duty. In the rejoinder also it has been stated that the applicant was not taken on duty on 21-4-84. In the affidavit of course the applicant has stated that he was not taken on duty from 4-4-84 but in cross-examination he has stated that he continued to work up to 30-4-84. Thus as per the applicant's statement his services were not terminated on 3-4-84 and, therefore the question of retrenchment on that date does not arise. In view of these facts Section 25-F of the Act, 1947 is not attracted. The applicant is, therefore not entitled to any relief.

The copies of the award may be sent to the Central Government under Section 17(1) of the Act, 1947 for publication.

Sd/- Illegible  
Presiding Officer

नई दिल्ली, 11 जून, 2001

का.आ 1509—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार बैंक ऑफ राजस्थान लिमिटेड के प्रबंधक के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट को पकाशित करनी है, जो केन्द्रीय सरकार को 8-6-2001 को प्राप्त हुआ था।

[सं. एन-12012/17/96-आ आर (बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th June, 2001

S.O. 1509—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jaipur, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Rajasthan Ltd. and their workman, which was received by the Central Government on 8-6-2001.

[No. L-12012/17/96-IR(B-I)]  
AJAY KUMAR, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय,  
जयपुर।

प्रकरण संख्या :—सी. आई. टी./बी-6/97

प्रादेश संख्या :—एन-12012/17/96-आई आर (बी-1)  
25-4-97

नारायण हनु पुत्र श्री रामपुरोहित द्वारा विक्रम सिंह नैन,  
31, एक्स्प्रेस विहार, किमस रोड, अजमेर रोड, जयपुर-19

—पार्सी

बनाम

1. दी बैंक ऑफ राजस्थान लिमिटेड द्वारा शाखा प्रबंधक,  
दी बैंक ऑफ राजस्थान शाखा सूरतगढ़, जिला-हनुमानगढ़।

2. प्रबंधक, रीजनल ऑफिस, दी बैंक ऑफ राजस्थान  
लिमिटेड, जयपुर।

—अप्रार्थीगण

उपस्थित :—

पार्सी की ओर से श्री वी. एस. नैन।

अप्रार्थी की ओर से श्री आर. सी. पांडेयन।

पंचाट दिनांक :—30-4-2001

पंचाट

उक्त प्रादेश के जगिन् निम्न विवाद केन्द्रीय सरकार के द्वारा औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम 1947 कहा गया है।) की धारा 10 की उपधारा (1) के खण्ड -घ के प्रावधानों के अन्तर्गत न्यायनिर्णय हेतु निर्देशित किया गया :—

"Whether action of the management of the Bank of Rajasthan Ltd. is justified in terminating the services of the workman (Shri Narain Dutt) peon with effect from 18-11-94 from Branch Suratgarh of Bank of Rajasthan Ltd.? If not what relief the workman is entitled and from what date?"

पार्सी की ओर से स्टेटमेंट ऑफ क्वेस प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसकी नियुक्ति 8-7-93 को चतुर्थ श्रेणी कर्मचारी के पद पर 25 रुपये प्रतिदिन के आधार पर दैनिक वेतन भोगी कर्मचारी के रूप में की गई थी व उसने उक्त संस्थान में 17-11-94 तक निरन्तर कार्य किया। दिनांक 17-11-94 को बैंक के प्रबंधक ने मौखिक आदेश के द्वारा उससे कहा कि उसे निरन्तर व लगातार

कार्य करते हुए 240 दिन से अधिक हो चके हैं और इनमें लम्बे समय तक किसी दैनिक वेतन भोगी कर्मचारी को नहीं रख सकते इसलिए वह कार्य पर आना बन्द कर दे व उसे वापस भेज दिया। उसने बार-बार बैंक में जाकर पुनः सेवा में लिए जाने हेतु निवेदन किया परन्तु उसे सेवा में नहीं लिया गया। उसने दिनांक 8-7-93 से 17-11-94 के बीच 497 दिन कार्य किया। उसकी सेवा में काल्पनिक अवरोध दिये जाने के उद्देश्य से उसे वेतन का भुगतान अन्य नामों से किया गया, जबकि ऐसी अवधि में प्रार्थी ने ही कार्य किया था। उक्त काल्पनिक नामों से कुछ नाम विक्रम सिंह पुत्र श्री भंवर सिंह, हेनराम, बाबूलाल एवं रामू चायवाला आदि हैं। उक्त नामों से वाउचर बनाए जाने से पूर्व उसने प्रार्थनापत्र लिखवाय जाता था व उसके स्थान पर प्रत्येक व्यक्ति का नाम लिखकर उसे भुगतान किये जाने के निर्देश दिए जाते थे। मेवा समाप्ति के समय अप्रार्थीगण के द्वारा अधिनियम, 1947 की धारा 25-एफ की पाठना नहीं की गई। उसकी सेवा समाप्ति के पश्चात् हीरालाल नामक व्यक्ति को दैनिक वेतन भोगी कर्मचारी के रूप में नियुक्त किया गया व उस प्रकार अधिनियम, 1947 की धारा 25-एफ का उल्लंघन किया गया। उसकी मेवा समाप्ति किए जाने से पूर्व उसकी श्रेणी में आने वाले कर्मचारियों की वरिष्ठता सूची भी तैयार नहीं की गई व सेवामुक्ति के समय उससे कनिष्ठ कर्मचारी निरन्तर कार्य करते रहे। इस प्रकार अप्रार्थीगण ने अधिनियम, 1947 की धारा 25-जी एवं औद्योगिक विवाद (केन्द्रीय) नियम 1957 (जिसे बाद में नियम, 1957 कहा गया है।) के नियम 77, 78 का उल्लंघन किया। बैंक की सेवा शर्तों, शास्त्रीय अनाई व समझौते के प्रावधानानुसार 100 दिन की सेवा अवधि पूर्ण करने पर मेवा से नियमित किए जाने में प्राथमिकता प्रदान किये जाने की व्यवस्था है, परन्तु उसे नियमित नहीं किया गया। उसकी मेवा से काल्पनिक अवरोध उत्पन्न किए जाने की कार्यवाही अधिनियम 1947 की धारा 2 (आर ए.) के अन्तर्गत अनुचित श्रम व्यवहार को श्रेणी में आती है। प्रार्थना की गई कि उसकी मेवा मुक्ति दिनांक 17-11-94 को अवैध घोषित किया जाए व निरन्तर मेवा का लाभ देते हुए सेवा में संस्थापित किए जाने का आदेश जारी किया जाए व सेवा से नियोजित किए जाने की तिथि तक का वेतन व अन्य सेवावाचक 18 प्रतिशत वृद्धि दिव्यमाने जाये।

अप्रार्थीगण की ओर से जवाब में उल्लेख किया गया कि प्रार्थी को अस्थायी, आकस्मिक, अंशकालीन कार्य हेतु दैनिक वेतन पर कर्मचारी रूप दहादुर थापा, जो बीमारी के कारण अकाल पर था अथवा टी. बी. की बीमारी के कारण कार्य करने में असमर्थ था, विशेषकर शाखा में बाहर ने पानी भरने का कार्य नहीं कर पाता था, के स्थान पर कार्य पर लगाया गया था। प्रार्थी ने दिनांक 8-7-93 से 6-10-94 के बीच विभिन्न अवसरों में कुल 202 दि. कार्य किया। प्रार्थी का कथन कि उसने दिनांक 8-7-93 से

17-11-94 की अवधि में निरन्तर कार्य किया को गलत बताया। प्रार्थी दिनांक 6-10-94 के पश्चात् विपक्षी बैंक में उपस्थित नहीं हुआ व न उसे 6-10-94 के पश्चात् कार्य पर रखा गया। प्रार्थी के इस कथन को भी कि उसने विपक्षी संस्थान में 497 दिन कार्य किया, को गलत बताया। प्रार्थी के इस कथन को भी कि काल्पनिक अवरोध उत्पन्न करने हेतु प्रार्थी का किसी अन्य व्यक्ति के नाम पर भुगतान किया गया, को गलत बताया। विपक्षी बैंक की भूतगढ़ शाखा में हीरालाल नाम के व्यक्ति की नियुक्ति किए जाने में भी इंतार किया गया। अस्थायी आकस्मिक दैनिक वेतन भोगी कर्मचारियों की वरिष्ठता सूची नहीं बनाए जाने का उल्लेख किया गया व अधिनियम, 1947 की धारा 25-जी व नियम 1957 के नियम 77, 78 के प्रावधान लागू नहीं होने का कथन किया गया। यह भी उल्लेख किया गया कि प्रार्थी भारतीय जीवन बीमा निगम में कार्य करना देखा गया है। यह भी उल्लेख किया गया कि प्रार्थी सैकण्डरी उर्ज़िण हे व प्राठवीं श्रेणी में अधिक योग्यता प्राप्त करे व निरर्थक व्यक्ति को चतुर्थ श्रेणी कर्मचारी के पद पर नियुक्ति नहीं दी जा सकती।

प्रार्थी की ओर से जवाब का प्रत्युत्तर प्रस्तुत किया गया, जिसमें अप्रार्थी का कथन है कि वह दहादुर थापा के स्थान पर कार्य करने हेतु प्रार्थी को कार्य पर लिया गया था, को गलत बताया गया। उसने दिनांक 8-7-93 से 17-11-94 की अवधि में विक्रम सिंह पुत्र भंवर सिंह, हेनराम, बाबूलाल व रामू चायवाला के नाम से वाउचर का भुगतान प्राप्त करने का उल्लेख किया। यह भी उल्लेख किया गया कि प्रार्थी को आकस्मिक श्रमिक नहीं माना जा सकता।

पक्षकारों के अभिकथनों के आधार पर निम्नांकित विवाद बिन्दु बनाए गए :-

- (1) आया प्रार्थी ने विपक्षी संस्थान में दिनांक 8-7-93 से 17-11-94 तक लगातार कार्य किया ?
- (2) आया अप्रार्थी संस्थान द्वारा औद्योगिक विवाद अधिनियम की धारा 25-एफ का एवं 25-जी का उल्लंघन किया गया है ?
- (3) आया स्टैटमेंट ऑफ वेनेम के खण्ड 3 (ज) में उल्लेख किए गए कारणों के आधार पर अप्रार्थी संस्थापक ने अन्तर्भर लवर प्रेक्टिस का कार्य किया है यदि हा तो इसका प्रभाव ?
- (4) आया प्रार्थी नियमित मेवा का लाभ प्राप्त करने का अधिकारी था ? यदि हा तो इसका प्रभाव ?
- (5) आया प्रार्थी औद्योगिक विवाद अधिनियम की धारा 2(एन) के अन्तर्गत "कर्मकार" की परिभाषा के अन्तर्गत नहीं आता ?
- (6) आया प्रार्थी का मामला उक्त अधिनियम की धारा 2(ओओ) (वीवी) के अन्तर्गत आता है ?

(7) आधा प्रार्थी भारतीय जीवन बीमा निगम में कार्यरत है ?

(8) प्रार्थी किस सहायता को प्राप्त करने का अधिकारी है ?

क्लेम के समर्थन में प्रार्थी ने स्वयं का व प्रभुदयाल, विक्रम सिंह के जपथ पत्र प्रस्तुत किए, जिन पर प्रतिपरीक्षा करने का अदालत अप्रार्थी के अधिवक्ता को दिया गया। अप्रार्थीगण की ओर से राजेश चौहडा, मुरद रोडडिया, सूरतगढ़ शाखा व नदलाल मोदी तत्कालीन शाखा प्रबन्धक, सूरतगढ़ के जपथ पत्र प्रस्तुत किए गए, जिन पर प्रतिपरीक्षा करने का अवसर प्रार्थी के अधिवक्ता को दिया गया। इसके अतिरिक्त दोनों पक्षों की ओर से प्रलेखों की प्रतिलिपियां प्रस्तुत की गईं, जिनका उल्लेख न्यायस्थान किया जायेगा।

पक्षकारों के अधिवक्ताओं के तर्क सुने गए। उन्होंने लिखित में भी तर्क प्रस्तुत किए। फावली का ध्यानपूर्वक अवलोकन किया गया।

बनाए गए विवाद बिन्दुओं का विवरण निम्न प्रकार किया जाता है —

बिन्दु सं०.—1, 2, 5, 6 प्रार्थी का कथन है कि विपक्षी की बैंक सूरतगढ़ शाखा में दिनांक 8-7-93 को चतुर्थ श्रेणी कर्मचारी के रूप में उसकी नियुक्ति हुई थी। उन्ने दिनांक 17-11-94 तक बैंक की उक्त शाखा में चतुर्थ श्रेणी कर्मचारी का कार्य किया। उसे 25/ रुपये प्रतिदिन की दर से वेतन का भुगतान किया जाता था। उन्ने उक्त अवधि में निरन्तर 479 कार्यदिवसों से अधिक समयावधि तक कार्य किया। प्रबन्धक के द्वारा उसके सेवाकाल में व्यवधान डालने हेतु उसकी सेवा में काल्पनिक अवरोध दर्ज किए गए तथा उसके द्वारा कार्य का भुगतान उसके नाम से नहीं कर अन्य नाम से किया गया। दिनांक 5/1/94 और 8/1/94 को रविकान्त के नाम में प्रार्थनापत्र लिखकर भुगतान करने को कहा गया तथा 125/ रुपये व 150/ रुपये के वाउचर द्वारा उसे भुगतान किया गया। वाउचर पर रविकान्त के नाम में उसने हस्ताक्षर कराए गए। इसी प्रकार दिनांक 4-1-93 को अशोक के नाम में प्रार्थनापत्र लिखकर देने को कहा, जिसके 125/ रुपये के वाउचर पर अशोक के नाम में हस्ताक्षर कराए गए। दिनांक 26-2-94 को रमेश के नाम में, दिनांक 21-5-94 को रामू के नाम में, दिनांक 29-5-94 को व 16-7-94 को विक्रम के नाम में, दिनांक 4-6-94 को श्याम कुमार व दिनांक 11-8-94 को श्री नारायण के नाम में प्रार्थनापत्र लिखकर वाउचर पर उनके हस्ताक्षर करवाकर भुगतान किया गया। कुछ वाउचर पर हेंचम व बाबूलाल के नाम से हस्ताक्षर कराए गए। प्रतिपरीक्षा में उसने स्वीकार किया कि नौकरी के लिए उसने आवेदन नहीं किया व नियुक्तिपत्र उसे नहीं दिया गया। उसने इस मुद्दाव को गलत बताया कि रूप बहादुर के अवकाश पर जाने के कारण उसके स्थान पर उसे कार्य पर लगाया गया हो। उसने इस मुद्दाव को गलत बताया कि प्रबन्धक

ने रविकान्त, अशोक, रामू, विक्रम, श्यामकुमार व श्री नारायण के नाम से प्रार्थनापत्र देने को नहीं कहा हो व उनके नाम से उन्ने भुगतान न किया गया हो। उसने प्रार्थनापत्र प्रदर्श एम-1 जिनमें प्रार्थी के द्वारा दिनांक 26-7-93 से 31-7-93 तक संकाई किए जाने वावत भुगतान हेतु उल्लेख किया गया है, पर अपने हस्ताक्षर होने स्वीकार किया है। उसने प्रार्थनापत्र प्रदर्श एम-2, एम-3 जिनके नाम में जिसमें विक्रम के नाम से संकाई का कार्य करने व भुगतान दिलाए जाने का उल्लेख किया गया है, वाउचर प्रदर्श एम-4 व प्रार्थनापत्र प्रदर्श एम-5 जिनमें श्री नारायण के नाम से कार्य करने व भुगतान दिलाए जाने का उल्लेख है, वाउचर प्रदर्श एम-6 व प्रार्थनापत्र प्रदर्श एम-7 जिसमें श्यामकुमार के नाम में कार्य करने व भुगतान दिलाए जाने का उल्लेख है, वाउचर प्रदर्श एम-8 व प्रार्थनापत्र प्रदर्श एम-9 जिसमें विक्रम के नाम में कार्य करने व भुगतान दिलाए जाने का उल्लेख है, प्रार्थनापत्र प्रदर्श एम-10 जिनमें रामू के नाम में कार्य करने व भुगतान दिलाए जाने का उल्लेख है, वाउचर प्रदर्श एम-11 व प्रार्थनापत्र प्रदर्श एम-12 जिनमें रमेश के द्वारा कार्य करने व भुगतान दिलाए जाने का उल्लेख है, वाउचर प्रदर्श एम-13, एम-14 व प्रार्थनापत्र प्रदर्श एम-15 जिनमें रविकान्त के नाम में कार्य करने व भुगतान दिलाए जाने का उल्लेख है, वाउचर प्रदर्श एम-16 व प्रार्थनापत्र प्रदर्श एम-17 जिसमें रविकान्त के नाम में कार्य करने व भुगतान दिलाए जाने का उल्लेख है, वाउचर प्रदर्श एम-18 जिसमें अशोक के नाम में कार्य करने व भुगतान दिलाए जाने का उल्लेख है, व वाउचर प्रदर्श एम-19 पर स्वयं के हस्ताक्षर होने बताया व उन्ने मुद्दाव को गलत बताया कि निम्न नाम में प्रार्थनापत्र दिए गए हैं उन व्यक्तियों के हस्ताक्षर हैं व उन्ना ही भुगतान प्राप्त किया हो। उन्ने कथन है कि उक्त प्रार्थनापत्र उन्ने ने दिए व उसी ने उक्त नामों में भुगतान प्राप्त किया। उन्ने इस मुद्दाव को गलत बताया कि निम्न व्यक्तियों के नाम में प्रार्थनापत्र दिए गए उन्नेने ही कार्य किया हो व उन्ने ही भुगतान प्राप्त किया हो। उन्ने उक्त मुद्दाव को गलत बताया कि प्रबन्धक ने द्वारा के नाम में प्रार्थनापत्र देने का आदेश न दिया हो। उन्ने स्वीकार किया कि द्वारा के नाम में प्रार्थनापत्र देने के बखान लिखित में न देगे देने हेतु उसने नहीं कहा। उन्ने स्वीकार किया कि उसने दिनांक 6-10-94 तक ही कार्य किया हो।

प्रार्थी के माओ प्रदर्श एम-20-2 प्रभुदयाल का कथन है कि उसने विपक्षी बैंक की सूरतगढ़ शाखा में दिनांक 15-12-93 से मितम्बर, 94 तक पाम बूक राइटर के रूप में कार्य किया। उसका कथन है कि उसके नियोजन के समय में प्रार्थी चतुर्थ श्रेणी कर्मचारी के रूप में प्रतिदिन कार्य करता था। दिनांक 7-9-93 को जब वह प्रार्थनापत्र प्रस्तुत करने गया व प्रार्थी ने बताया कि वह जुलाई, 1993 में कार्य कर रहा है। उन्नेने मेता प्रार्थी ने प्रार्थी को चतुर्थ श्रेणी कर्मचारी के रूप में कार्य करता था। उन्नेने कहा कि उसके स्थान में उसने

सितम्बर, 1994 तक कार्य किया। उसने इस मुद्दाव को गलत बताया कि प्रार्थी ने निरन्तर कार्य नहीं किया हो। प्रार्थी के साक्षी विक्रम प्रदर्श ए-डब्ल्यू-3 का कथन है कि प्रार्थी ने बैंक में दिनांक 8-7-93 से 17-11-94 तक चतुर्थ श्रेणी कर्मचारी का कार्य किया। प्रार्थी ने मई, 1994 व जुलाई, 1994 में उसे यह बताया था कि प्रबन्धक ने उससे यह कहा था कि अग्र नाम से प्रार्थना-पत्र लिखकर उसके कार्य का भुगतान प्राप्त कर ले, जिस पर उसने उसके नाम से हस्ताक्षर कर 2 बार 150/-150/- रुपये प्राप्त कर लिए। उसने कभी भी चतुर्थ श्रेणी कर्मचारी का कार्य नहीं किया। उसने कहा कि विक्रम किसी अन्य व्यक्ति का नाम भी हो सकता है। उसने यह भी स्वीकार किया कि उसने उसके नाम से धोखे में मजदूरी उठाने बाबत पुलिस में रिपोर्ट नहीं कराई। दूसरी ओर विपक्षी की ओर से राजेण चोपड़ा प्रदर्श एन. ए. डब्ल्यू-1 का कथन है कि वह विपक्षी बैंक की सूरतगढ़ शाखा में वर्ष 1990 से मुख्य रोकड़िया के पद पर कार्यरत है। वाउचर प्रदर्श एम-18 का भुगतान उसका द्वारा अशोक को किया गया है। वाउचर प्रदर्श एम-14 व एम-16 रविकान्त द्वारा, वाउचर प्रदर्श एम-12 रमेश द्वारा, वाउचर प्रदर्श एम-3 व एम-8 विक्रम द्वारा, वाउचर प्रदर्श एम-7 श्यामकुमार द्वारा बैंक में प्रस्तुत किए गए थे, जिनका भुगतान उनको ही किया गया। प्रार्थी का यह कथन कि उसने उक्त वाउचरों का भुगतान स्वयं ने प्राप्त किया, गलत है। जिन व्यक्तियों ने बैंक प्रस्तुत किए थे उनका भुगतान उन्हें ही किया गया। प्रतिपरीक्षा में उसने कहा कि मुख्य रोकड़िया किसी भी बैंक जो अधिकारी द्वारा पाए हो गया, उसका भुगतान करने से मना नहीं कर सकता। पेन्डार्ड अथवा बैंकर्स बैंक के जरिए प्रार्थी को भुगतान किया गया है। बैंकर्स बैंक मैनेजर के आदेश से बनता है। उसका कथन है कि हस्ताक्षरों को सत्यापित कर भुगतान हो जाता है। रूप बहादुर थापा बैंक में दफ्तरी का कार्य करता है। वह कब से कब तक बीमार रहा उसे जानकारी नहीं है। अशोक, रविकान्त, रमेश, रामू, विक्रम, श्याम कुमार व श्री नारायण को बैंक में कार्य पर रखा या नहीं उसे इसकी जानकारी नहीं है। प्रभूदयाल बैंक में कर्मचारी रहा हो तो उसे ध्यान नहीं। नंदलाल मांझी, एन. ए. डब्ल्यू-2 तत्कालीन शाखा प्रबन्धक, विपक्षी बैंक की सूरतगढ़ शाखा का कथन है कि वह जुलाई, 1993 में अगस्त, 1994 तक उक्त शाखा में शाखा प्रबन्धक रहा है। प्रार्थी ने उक्त शाखा में आकस्मिक अस्थाई, अंशकालीन दैनिक वेतनभोगी के रूप में दिनांक 8-7-93 से 6-10-94 तक की अवधि में कुल 202 दिन कार्य किया। प्रार्थी की नियुक्ति अवधि प्रतिदिन समाप्त हो जाती थी। प्रार्थी को मार्चजनिक अवकाश के दिन अथवा रविवार के दिन अपने घर पर कार्य करने हेतु नहीं बलाया। रूप बहादुर थापा बीमारी के कारण अवकाश पर था। वह बाहर से पानी भरने का कार्य नहीं करता था। ऐसी स्थिति में उसके स्थान पर कुछ दिन के लिए प्रार्थी को आकस्मिक कार्य हेतु रखा गया था। इसके अतिरिक्त एम.सी. शर्मा को उसकी योग्यता के कारण उनका अन्य कार्य दिए जाने से उत्पन्न आकस्मिक एवं तत्कालिक आवश्यकता

की पूर्ति के लिए प्रार्थी को कार्य का अवसर दिया गया था। प्रार्थी के कार्य में कभी भी कोई काल्पनिक अवरोध नहीं किया गया व न प्रार्थी को शयन व्यक्तियों के नाम से भुगतान प्राप्त करने को कहा गया। प्रार्थी ने दिनांक 6-10-94 के पश्चात् कभी भी अपने आप को कार्य हेतु प्रस्तुत नहीं किया। प्रार्थी मात्र पानी भरने का कार्य करता था अन्य कार्य नहीं करता था। प्रार्थी का यह कथन कि उसे रविकान्त, अशोक, रमेश, रामू, विक्रम, श्यामकुमार, श्री नारायण के प्रार्थना-पत्र लिखकर भुगतान प्राप्त करने को कहा गया हो, को गलत बताया। प्रार्थी के इस कथन को भी गलत बताया कि उससे हेतराम व बाबूलाल के नाम से वाउचर पर हस्ताक्षर कराए गए। प्रतिपरीक्षा में उसने कथन किया कि दिनांक 20-8-94 से उसका स्थानान्तरण नोमकाधाना हो गया था। प्रार्थी को दैनिक मजदूरी पर रखा गया था। रूप बहादुर थापा कब से कब अवकाश पर रहा उसे याद नहीं। जब-जब प्रार्थी ने कार्य नहीं किया तब-तब स्थाई कर्मचारी ने कार्य किया। मोहन लाल सोनी, एम.सी. शर्मा सब स्टाफ में अस्थाई कर्मचारी थे।

यह विवादित नहीं है कि प्रार्थी ने विपक्षी बैंक की शाखा सूरतगढ़ में दैनिक मजदूरी के आधार पर कार्य किया। ऐसा मजदूर भी कर्मचार की श्रेणी में आता है। प्रार्थी के कार्य अवधि के बारे में उसका कथन है कि उसने दिनांक 8-7-93 से 17-11-94 तक की अवधि में लगातार कार्य किया है। जबकि विपक्षी का कथन है कि प्रार्थी ने दिनांक 8-7-93 से 6-10-94 की अवधि में कार्य किया व इस अवधि में लगातार कार्य नहीं किया।

प्रार्थी ने दिनांक 8-7-93 से 17-11-94 की अवधि में विपक्षी के द्वारा जो वाउचर प्रस्तुत किए गए हैं के अनुसार निम्न कार्य किया, जिस बारे में पक्षकारों के बीच कोई विवाद नहीं है।

दिनांक से	दिनांक तक	कुल दिवस	वाउचर दिनांक	पेज नम्बर
1	2	3	4	5
8-7-93	24-7-93	15	24-7-93	132
26-7-93	31-7-93	6	7-8-93	1
10-8-93	14-8-93	5	28-8-93	4
16-8-93	21-8-93	6	21-8-93	3
23-8-93	28-8-93	6	6-9-93	6
30-8-93	5-9-93	7	11-9-93	8
12-9-93	18-9-93	7	18-9-93	14
20-9-93	25-9-93	6	25-9-93	10
27-9-93	30-9-93	4	1-10-93	12
4-10-93	9-10-93	6	9-10-93	16
11-10-93	16-10-93	6	16-10-93	18
बो दिन		2	5-11-93	138
22-11-93	27-11-93	6	30-11-93	20
14-12-93	18-12-93	5	18-12-93	24

1	2	3	4	5
20-12-93	25-12-93	6	31-12-93	26
20-1-94	22-1-94	3	29-1-94	32
24-1-94	29-1-94	5	29-1-94	32
7-2-94	12-2-94	6	12-2-94	34
2-5-94	7-5-94	6	7-5-94	39
9-5-94	14-5-94	6	14-5-94	41
6-6-94	11-6-94	6	11-6-94	49
13-6-94	18-6-94	6	18-6-94	51
20-6-94	25-6-94	6	25-6-94	53
27-6-94	2-7-94	6	2-7-94	55
4-7-94	9-7-94	6	9-7-94	57
2-8-94	6-8-94	4	13-8-94	61
8-8-94	13-8-94	6	16-8-94	63
16-8-94	20-8-94	5	20-8-94	65
7-9-94	12-9-94	6	19-9-94	67
14-9-94	23-9-94	9	21-9-94	128
26-9-94	1-10-94	6		69
3-10-94	6-10-94	4		71
6 दिन		6	5-2-94	38

कुल कार्य दिवस

195

प्रार्थी के विद्वान अग्रिवक्ता का तर्क है कि प्रार्थी द्वारा प्रस्तुत साक्ष्य से यह प्रमाणित है कि अशोक, रविशान्त, रमण, राम, विक्रम, श्यामकुमार के नाम से प्रवचन के निदेशानुसार उसी ने कार्य करने व मजदूरी लिया जाने के बार में प्रार्थनापत्र प्रस्तुत किए, व इसी ने उक्त व्यक्तियों के नाम से भुगतान प्राप्त किया। अतः उक्त व्यक्तियों के नाम से कार्य किए जाने की अवधि प्रार्थी के कार्य दिवस में सम्मिलित की जानी चाहिए। दूसरी ओर अप्रार्थी के विद्वान अग्रिवक्ता का तर्क है कि विपक्षी द्वारा प्रस्तुत साक्ष्य से यह प्रमाणित है कि उक्त व्यक्तियों ने ही प्रार्थनापत्र प्रस्तुत किए व उन्होंने ही भुगतान प्राप्त किया, अतः उक्त व्यक्तियों के द्वारा किए गए कार्य को प्रार्थी के कार्य दिवसों में सम्मिलित नहीं किया जा सकता। उनका तर्क है कि यह प्रमाणित करने हेतु प्रार्थी की ओर से किसी हस्ताक्षर विशेषज्ञ को प्रस्तुत नहीं किया गया जो यह स्पष्ट करेगा कि उक्त व्यक्तियों के नाम से कार्य किए जाने बाबत प्रार्थनापत्र, प्रार्थी के द्वारा लिये गए व उसके द्वारा हस्ताक्षरित है। प्रार्थी के द्वारा उक्त व्यक्तियों के नाम से निम्न प्रकार कार्य करने व भुगतान प्राप्त करना बताया जाता है।

नाम	अवधि	दिन	पृष्ठ
अशोक	31-11-93 से 4-12-93	5	22 और 23
रविशान्त	28-12-93 से 1-1-94	5	23 और 29
रविशान्त	3-1-94 से 8-1-94	6	30 और 31

नाम	अवधि	दिन	पृष्ठ
रमण	21-2-94 से 26-2-94	6	36 और 37
रामू	16-5-94 से 21-5-94	6	43 और 44
विक्रम	23-5-94 से 28-5-94	6	45 और 46
श्यामकुमार	30-5-94 से 4-6-94	6	47 और 48
विक्रम	11-7-94 से 16-7-94	6	59 और 60
योग		46 दिन	

अप्रार्थी की ओर से रूप बहादुर थापा व एम.बी. जर्मा के अवकाश पर जाने का कोई प्रमाणित प्रस्तुत नहीं किया गया व न ही इस बाबत साक्ष्य प्रस्तुत की गई कि वह कब से कब तक अवकाश पर रहे। या यह प्रमाणित नहीं है कि उनके अवकाश पर जाने के कारण प्रार्थी बैंक की मृतगद शाखा में नियोजन में रहा। प्रार्थी के कथन का कि उसने दूसरे व्यक्ति रविशान्त, रमण, रामू, विक्रम व श्याम कुमार के नाम से कार्य करने बाबत प्रार्थनापत्र प्रस्तुत किए व भुगतान प्राप्त किया, ए डब्ल्यू-2 प्रवचन जर्मा के कथन से समर्थन होता है जिसने कहा है कि दिनांक 15-12-93 से मितम्बर, 1994 तक की अवधि में प्रार्थी के अतिरिक्त अन्य किसी कर्मचारी ने चतुर्थ श्रेणी कर्मचारी के रूप में कार्य नहीं किया। यद्यपि प्रार्थी की ओर से हस्ताक्षर विशेषज्ञ का यह प्रमाणित करने हेतु प्रस्तुत नहीं किया गया कि अशोक, रविशान्त, रमण, रामू, विक्रम व श्याम कुमार के नाम से कार्य करने के बाबत प्रार्थनापत्र प्रस्तुत करने व मजदूरी दिलाए जाने के बाद में प्रार्थनापत्र प्रार्थी को ही निष्काट में है परन्तु प्रार्थी स्वयं के प्रार्थनापत्र व उक्त व्यक्तियों के नाम से प्रस्तुत प्रार्थनापत्रों का अन्तर्गणन करने में ऐसा प्रतीत होता है कि प्रार्थी की निष्काट में उक्त नामों से प्रार्थनापत्र प्रस्तुत किए गए हैं। विपक्षी के साथी एन ए डब्ल्यू-1 राजग चौडा ने इस बारे में अनतिरिक्त प्रश्न की है कि अशोक, रविशान्त, राम, रमण, श्यामकुमार, श्री नारायण नैम के नियोजन में रहे अथवा नहीं। उसने उक्त व्यक्तियों के नाम से प्रस्तुत वाउचर का भुगतान करने बताया है, जो हस्ताक्षर को सत्यापित कर दिया गया है। प्रार्थी का कथन है कि उसी ने उक्त नामों से प्रार्थनापत्र लिखे व उसी नाम से हस्ताक्षर कर भुगतान प्राप्त किया। ऐसी दशा में उक्त नामों से प्रार्थी के द्वारा भुगतान प्राप्त करने को उक्त साथी के कथन के आधार पर अस्वीकार नहीं कहा जा सकता। एन ए डब्ल्यू-2 प्रवचन जर्मा का कथन यह है कि जिन व्यक्तियों के द्वारा प्रार्थनापत्र प्रस्तुत किए गए, उसी के द्वारा भुगतान प्राप्त किया गया है, परन्तु विपक्षी की ओर से नदना माथी के कथन के समर्थन में ऐसा कोई साक्ष्य प्रस्तुत नहीं किया गया जो यह कहता कि उक्त व्यक्ति बैंक के दिवंगत में रहा। उक्त परिस्थितियों में प्रार्थी द्वारा प्रस्तुत की गई साक्ष्य विपक्षी पक्ष द्वारा है कि प्रार्थी ने ही उक्त व्यक्तियों के नाम से कार्य करने के बाबत प्रार्थनापत्र प्रस्तुत किए व उसी ने उक्त नामों से भुगतान प्राप्त करने के बाबत भुगतान प्राप्त किया।

प्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी ने आवेदन दिनांक 6/10/99 द्वारा निम्नलिखित अवधि से संबंधित वाउचर अथवा भुगतान रजिस्टर व टोकन बुक तलब किए जाने की प्रार्थना की थी, जो आदेश दिनांक 18-11-99 के द्वारा स्वीकार की गई। उक्त प्रार्थना पत्र में निम्नलिखित अवधि के भुगतान रजिस्टर, वाउचर, टोकन बुक तलब कराने की प्रार्थना की गई।

दिनांक 8-7-93 से 31-7-93 की अवधि का नकद भुगतान रजिस्टर व टोकन बुक, दिनांक 27-12-93 से 1-1-94 तक का वाउचर अथवा इस अवधि का नकद भुगतान रजिस्टर, दिनांक 10-1-94 से 15-1-94 एवं 17-1-94 से 22-1-94 की अवधि का वाउचर अथवा इस अवधि का नकद भुगतान रजिस्टर व टोकन बुक, दिनांक 14-2-94 से 19-2-94, 8-7-93, से 25-7-93 2-8-93 से 7-8-93, 9-8-93 से 14-8-93, 16-8-93 से 21-8-93, 25-10-93 से 30-10-93, 1-11-93 से 6-11-93, 8-11-93 से 13-11-93 एवं 15-11-93 से 20-11-93 की अवधि के वाउचर्स अथवा नकद भुगतान व टोकन बुक।

विपक्षी की ओर से बी. के. गोयल का शपथ-पत्र प्रस्तुत किया गया कि 8-7-93 की अवधि का भुगतान रजिस्टर प्रस्तुत कर दिया है, शेष अवधि में प्रार्थी ने कार्य नहीं किया, अतः उक्त अवधि के वास्तु वाउचर उपलब्ध होने का प्रश्न उत्पन्न नहीं होता। इस अवधि का नकद भुगतान रजिस्टर व टोकनबुक भरसक प्रयासों के बावजूद तलाश नहीं किया जा सका है, प्रयास जारी है मिलने पर तत्काल प्रस्तुत कर दिया जाएगा। उनका तर्क है कि विपक्षी द्वारा भुगतान रजिस्टर व टोकन बुक प्रस्तुत न किए जाने से विपक्षी के विरुद्ध निष्कर्ष निकाला जाना चाहिए कि यदि उक्त प्रलेख प्रस्तुत किए जाने तो उससे प्रार्थी के कथन का समर्थन होता। उन्होंने अपने तर्क के समर्थन में 1985 4 एस. सी. सी. पृष्ठ 201 एच. डी. सिंह बनाम रिजर्व बैंक ऑफ इण्डिया को उद्धृत किया है, जिसमें नियोजन के द्वारा कर्मकार का उपस्थिति रजिस्टर पेश नहीं किए जाने से यह निष्कर्ष निकाला था कि कर्मकार का कथन स्वीकार किए जाने योग्य है। दूसरी ओर अप्रार्थी के विद्वान अधिवक्ता का तर्क है कि यह प्रमाणित करने का भार प्रार्थी पर है कि उसने उक्त अवधि में कार्य किया। उन्होंने अपने तर्क के समर्थन में 1976 लैब. आई. सी. 202 स्वयंशम गुप्ता व अन्य बनाम श्रम न्यायालय प्रथम, पश्चिम बंगाल व अन्य, 1973 लैब.-आई. सी. 398 एन. सी. जैन बनाम सचिव षोडू पूजा तालुक शांति और वणिज्यक संस्थापन श्रमिक यूनियन व अन्य एवं 1998 (3) एस. एल. आर. पृष्ठ 395 अमीन बनाम डोकन भगवानिका को उद्धृत किया है। 1976 लैब. आई. सी. पृष्ठ 202 पर प्रकाशित मामले में कलकत्ता उच्च न्यायालय के द्वारा यह अभिनिर्धारित किया गया कि जहां कर्मकार कथन करता है कि वह कम्पनी का कर्मकार है, यह प्रमाणित करने का भार कि वह कम्पनी का कर्मकार है, कर्मकार पर है। कम्पनी पर यह प्रमाणित

करने का भार नहीं है कि कर्मकार उसका कर्मचारी नहीं है व किसी अन्य व्यक्ति का कर्मचारी है। ऐसा ही मत केरल उच्च न्यायालय ने 1973 लैब. आई. सी. पृष्ठ 398 में अभिनिर्धारित किया है। 1998 (3) एस. एल. आर. पृष्ठ 395 पर प्रकाशित मामले में दैनिक मजदूरी पर कार्यरत कर्मचारी ने कोई अधिलेख प्रस्तुत नहीं किया था कि उसने 240 दिन कार्य किया। यह अभिनिर्धारित किया गया कि अधिनियम, 1947 की धारा 25-एफ आकृष्ट नहीं होती। प्रस्तुत प्रकरण में प्रार्थी के द्वारा विपक्षी बैंक की सुरतगढ़ शाखा में दैनिक मजदूरी पर कार्यरत होने के बारे में कोई विवाद नहीं है। अतः 1976 लैब. आई. सी. पृष्ठ 202 व 1973 लैब. आई. सी. पृष्ठ 398 पर प्रकाशित मामले में न्यायदृष्टान्त सुसंगत नहीं है। भुगतान रजिस्टर व टोकन बुक अप्रार्थी के द्वारा रखे गए थे, स्वीकार किया गया है परन्तु उपलब्ध न होने के कारण वे प्रस्तुत नहीं किए जा सके। उक्त प्रलेख प्रार्थी के कब्जे में होता नहीं कहा जा सकता, अतः प्रार्थी के द्वारा उन्हें प्रस्तुत किए जाने का प्रश्न उत्पन्न नहीं होता। माननीय उच्चतम न्यायालय के न्याय दृष्टान्त 1985 4-एस. सी. सी. पृष्ठ 201 को दृष्टिगत रखते हुए अप्रार्थी के विरुद्ध यह निष्कर्ष निकाला जा सकता है कि यदि उन्हें प्रस्तुत किया जाता तो उनसे प्रार्थी के कथन का समर्थन होता कि उसने उक्त अवधि में विपक्षी बैंक में कार्य किया। अतः प्रार्थी का कथन कि उसने उक्त अवधि में विपक्षी बैंक में कार्य किया स्वीकार किए जाने योग्य है।

प्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी के कार्य दिवसों की गणना करने हेतु रविवार व बैंक अवकाश को सम्मिलित किया जाना चाहिए। उन्होंने दिनांक 8-7-93 से 9-7-94 की अवधि में 52 रविवारीय अवकाश, 12 बैंक अवकाश व 1 दिन मासद चुनाव का होने का तर्क दिया है व 18-11-93 से 17-11-94 की अवधि में 52 रविवारीय अवकाश, 17 बैंक अवकाश, व 1 दिन मासद चुनाव होने का तर्क दिया है। उन्होंने अपने तर्क के समर्थन में 1986 लैब. आई. सी. पृष्ठ 98 बर्कमैन ऑफ अमेरिकन एक्सप्रेस इंटरनेशनल बैंकिंग कॉर्पोरेशन बनाम मैनेजमेंट ऑफ अमेरिकन एक्सप्रेस इंटरनेशनल बैंकिंग कॉर्पोरेशन, 2000 लैब. आई. सी. पृष्ठ 1178 एक्जीक्यूटिव इंजिनियर, पी. एच. ई. डी. व अन्य बनाम भनोज कुमार व अन्य व 1999 एल. एल. जे. (यायूस-2) पृष्ठ 21 पवन कुमार श्रीवास्तव बनाम एम. सी. जवाहरपुर को उद्धृत किया है। उन्होंने अपने तर्क के समर्थन में कि रविवारीय अवकाश व बैंक अवकाश का उपभोग करने के लिए प्रार्थी अधिकारी था इस संदर्भ में राजस्थान शांति एण्ड कामशियल एस्टीबलिशमेंट एक्ट, 1958 (जिसे बाद में अधिनियम, 1958 कहा गया है) की धारा 12 का और धारा आकृष्ट किया है, जो निम्न प्रकार है :—

"12. Weekly Holidays—Every establishment shall remain closed for one day's of the week the employer shall fix such date at the beginning

of the year, notify it to the Inspector and specify it in a notice prominently displayed in a conspicuous place in the shop of commercial Establishment. The employer shall not alter such day more after than once in six months and shall notify the alteration to the Inspector and make the necessary change in the notice in the shop or commercial establishment.

- (2) Notwithstanding anything contained in sub-sec. (1) the State Government may allow an establishment to remain open throughout the week if they are satisfied that the establishment employees additional staff for meeting the requirements of sub-sec. (3).
- (3) Every employee in an establishment shall be given at least one whole day in a week as a holiday for rest.
- (4) It shall not be lawful for an employer to call an employee at or for an employee to go to his establishment or any other place for any work in connection with the business of his establishment on a weekly holiday or on a day on which such establishment remains closed.
- (5) No deduction shall be made from the wages of an employee in any establishment on account of the holiday given to him under sub-sec. (1). If any employee is employed on daily wages, he shall none the less be paid his wages for the weekly holiday."

उन्होंने इस संदर्भ में न्यूनतम मजदूरी अधिनियम, 1948 के अन्तर्गत जारी किए गए राजस्थान राजपत्र दिनांक 1-5-98 की ओर ध्यान आकृष्ट किया है, जिसके क्रम संख्या 17 के अन्तर्गत प्रार्थी का सम्मिलित होने का उल्लेख किया है। दूसरी ओर प्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी यह प्रमाणित नहीं कर पाया कि उसे रविवारीय अवकाश का तथा बैंक अवकाश अथवा सांसद चुनाव के दिन का भुगतान किया गया है, अतः रविवारीय अवकाश बैंक अवकाश क्षमों के अवकाशों को प्रार्थी के कार्य दिवसों में सम्मिलित नहीं किया जा सकता। उन्होंने अपने तर्क के समर्थन में 1981 लैब आई. सी. 806 (एससी) मोहन लाल बनाम मैनेजमेंट ऑफ़ सैमर्स भारत इलेक्ट्रोनिक्स लिमिटेड, 1992 आर.एल.आर. (1) 465 बजरंग लाल बनाम सहायक अभियन्ता, पी. डब्ल्यू. डी., सब डिवीजन, सीकर, 1997 एल.एल.आर. 358 मलकियत सिंह बनाम श्रम आयुक्त व अन्य, 1993 (67) एफ.एल.आर. 321 (एससी) यनियन ऑफ़ इंडिया व अन्य बनाम राजेन्द्र कुमार शर्मा को उद्धृत किया है। उन्होंने राजस्थान सरकार द्वारा जारी अधिसूचना दिनांक 25-8-88 को प्रस्तुत किया है, जिसमें अधिनियम, 1958 की धारा-3 की उपधारा-2 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए राज्य सरकार ने राजस्थान राज्य में स्थित वाणिज्यिक बैंक जिनमें बैंक ऑफ़ राजस्थान सम्मिलित है, को उक्त अधिनियम की धारा-4 (पंजीकरण व नवीनीकरण को छोड़कर) समस्त प्रावधानों से मुक्त किया गया है। 1986 लैब. आई. सी. पृष्ठ 98 पर प्रका-

शित मामले में माननीय उच्चतम न्यायालय ने यह अभिनिर्धारित किया है कि रविवार व अन्य अवकाश जिनका कि कर्मकार को भुगतान निय. रखा, उसके कार्य दिवसों की गणना करने में सम्मिलित किए जाएंगे। ऐसा ही मंत्र 2000 लैब. आई.सी. पृष्ठ 1178 पर प्रकाशित मामले में स्पष्ट किया गया है। 1999 एल.एल.आर. जे. पृष्ठ 21 के मामले में मध्य प्रदेश उच्च न्यायालय की खंडपीठ ने 1986 लैब. आई. सी. पृष्ठ 98 को आधार मानते हुए यह अभिनिर्धारित किया कि जिस अवधि में कर्मचारी नियोजन में रहा व जिन अवधि की मजदूरी या तो किसी सविदाय, किसी कानून अथवा स्टैण्डिंग ऑर्डर के तहत दी गई है, कर्मचारी के कार्य दिवसों में सम्मिलित की जाएगी। 1981 लैब. आई.सी. पृष्ठ 806 पर प्रकाशित मामले में यह अभिनिर्धारित किया गया है कि अधिनियम की धारा 25-एफ का उल्लंघन प्रमाणित होने हेतु कर्मकार को छुट्टी की चूकी दे देना यह प्रगट करना होगा कि वह एक वर्ष की अवधि में ऐसे नियोजक की सेवा में रहा है जिसने उसकी छुट्टी की है व अधिनियम, 1947 की धारा 25-बी में यह प्रावधान है कि किन परिस्थितियों में कर्मकार की सेवा अधिनियम, 1947 के चैप्टर V-ए के प्रयोजनार्थ निरन्तर मानी जाएगी। 1992 आर.एल.आर. पृष्ठ 465 में राजस्थान उच्च न्यायालय के द्वारा यह अभिनिर्धारित किया गया है कि रविवार व अन्य अवकाश अधिनियम, 1947 की धारा 25-बी के प्रयोजनार्थ कर्मकार के कार्य दिवसों में तभी सम्मिलित किए जा सकते हैं जबकि या तो उक्त दिवस की उसे मजदूरी का भुगतान किया गया हो अथवा वह उक्त अवधि की मजदूरी नियोजन की संविदा के तहत या किसी कानूनी प्रावधानों के तहत प्राप्त करने का अधिकारी हो। उक्त मामले में यह भी अभिनिर्धारित किया गया कि 1989 I-आर.एल.आर. पृष्ठ 624 व 1989 II-आर.एल.आर. 693 न्याय दृष्टांत माननीय उच्चतम न्यायालय के न्याय दृष्टांत ए.आई.आर. 1986 सुप्रीम कोर्ट 458 को गवत बढ़कर दिये गये हैं। उक्त मामले में याची का ऐसा कथन नहीं था कि उसने रविवार व अन्य अवकाशों में कार्य नहीं किया व उसे रविवार व अन्य अवकाशों की मजदूरी दी गई। यह अभिनिर्धारित किया गया कि रविवार व अन्य अवकाशों को याची के कार्य दिवसों में सम्मिलित नहीं किया जा सकता। 1997 एल.एल.आर. 358 के मामले में पंजाब हरियाणा उच्च न्यायालय ने यह अभिनिर्धारित किया है कि 240 दिन की कार्य अवधि की गणना करने हेतु रविवार व अन्य अवकाशों को जिनके लिए कोई मजदूरी का भुगतान नहीं किया गया, कार्य दिवसों में सम्मिलित नहीं किया जा सकता। 1993 67 एफ. एल.आर. 321 पर प्रकाशित मामले में माननीय उच्चतम न्यायालय ने अधिकरण का निर्णय कि पी.एण्ड टी. रिपोर्टमेंट की कार्यवाही अथवा प्रकट नहीं करनी कि आकस्मिक-अधिक उन दिनों की मजदूरी प्राप्त करने का अधिकारी है जिन दिनों, उसने कार्य नहीं किया को नहीं नहीं ठहराया गया व प्रकरण पनः सुनवाई हेतु अधिकरण को आदेशित कर दिया। इस

प्रकार माननीय उच्चतम न्यायालय व राजस्थान उच्च न्यायालय के न्याय दण्ड को दृष्टिगत रखते हुए इन विधिक स्थिति के बारे में कोई विवाद नहीं रहता कि कार्यकारण के कार्य दिवसों में रविवारीय व अन्य प्रवकाशों का समो सम्मिलित लिया जा सकता है जबकि उक्त दिवसों की मजदूरी का भुगतान या तो उसे किया गया हो या फिर किसी मविदा अथवा किसी कानून के तहत वह उस दिवसों की मजदूरी प्राप्त करने का अधिकारी हो।

प्रार्थी ने स्टेटमेंट अफ क्लेम के खंड संख्या-3 के उपखंड में उल्लेख किया है कि —

“(ख) यह कि प्रार्थी की नियमित मासिक आदेश में दिनांक 8-7-93 को की गई थी तथा उसे वेतन का भुगतान 25/- प्रतिदिन के हिसाब से बैंक वाउचर के द्वारा किया जाता था जिसके अनुसार बैंक के द्वारा एवं वाउचर बनाकर प्रार्थी को दिया जाता था, जो कैश काउन्टर पर जमा करवाने पर वाउचर में दणित राशि का भुगतान प्रार्थी को कर दिया जाता था तथा वाउचर बैंक कैशियर के द्वारा रख लिया जाता था। प्रार्थी श्रमिक ने दिनांक 8-7-93 को नियोजित होकर 17-11-94 तक कोई 497 दिवसों में लगभग प्रत्येक दिन उपस्थित होकर बैंक अथवा बैंक प्रबंधक के निवास स्थान पर कार्य किया है तथा अपनी सम्पूर्ण सेवा-वधि में दीपावली व होली जैसे धार्मिक त्योहारों के दिन 2-2 दिन के लिए छुट्टी कार्य पर नहीं गया। अन्य सभी दिवसों को, रविवार व अन्य सार्वजनिक अवकाश के दिनों को भी प्रार्थी श्रमिक ने बैंक अथवा प्रबंधक के घर पर उपस्थित होकर कार्य किया है। जिसका भुगतान बैंक के द्वारा वाउचर के आधार पर दिया गया है।”

अप्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी को दिनांक 11-8-93 त्रिमासिकी को सम्मिलित कर भुगतान किया गया है। दिनांक 5-9-93, 12-9-93 रविवार को कार्यदिवसों में सम्मिलित कर भुगतान किया गया है। दिनांक 30-9-93 को बैंक क्लीरिंग अवकाश का कार्यदिवसों में सम्मिलित कर भुगतान किया गया है। दिनांक 25-12-93 को क्रिसमस को कार्यदिवसों में सम्मिलित किया जाकर भुगतान किया गया है। दिनांक 21-6-94 को मोहर्रम, 9-9-94 गणेश चतुर्थी को कार्यदिवसों में सम्मिलित कर भुगतान किया गया है। उनका तर्क है कि जिन रविवार अथवा अन्य अवकाशों में प्रार्थी ने कार्य नहीं किया उसका भुगतान न तो उसे किया गया व न बैंक उक्त दिवसों का भुगतान करने के लिए बाध्य है। प्रार्थी के कथनानुसार उसने रविवार व अन्य अवकाशों में कार्य करने के बावजूद भुगतान प्राप्त किया। जिन रविवार व अवकाशों में प्रार्थी ने कार्य किया उनके वाउचर प्रस्तुत किए जा चुके हैं व जो अवधि के वाउचर अथवा भुगतान रजिस्टर व टोकन तक प्रेषित नहीं की गई उनको प्रार्थी के कार्यदिवसों में सम्मिलित कर लिया गया है। ऐसी दशा में रविवार व अन्य अवकाश के बावजूद भुग-

तान किया जाता प्रमाणित नहीं है, सम्मिलित किए जाने का प्रश्न उत्पन्न नहीं होता। राजस्थान सरकार के द्वारा जारी अधिनियम दिनांक 25-6-88 के द्वारा बैंकों को अधिनियम, 1958 की धारा-1 (पर्याकरण नवीनीकरण) को छाड़कर मुक्त कर दिया गया है। ऐसी दशा में प्रार्थी रविवारीय व अन्य अवकाशों के बावजूद अधिनियम, 1958 की धारा-12 के प्रावधानों के तहत कोई मासिक प्रवकाश अथवा अधिनियम की धारा-14 के तहत वार्षिक अवकाश प्राप्त करने का अधिकारी नहीं है। अधिनियम, 1948 के क्रम संख्या-17 में बुकान व वाणिज्यिक संस्थान के अन्तर्गत चररासी के पद का होना का उल्लेख किया गया है। चूक विपक्षी बैंक को अधिनियम, 1958 की धारा-4 व नवीनीकरण का छोड़कर मुक्ति प्रदान कर दी गई है। ऐसी दशा में अधिनियम, 1948 के प्रावधानों के अन्तर्गत कि परीशान का पद बुकान एवं वाणिज्यिक संस्थान के शीर्षक के अन्तर्गत उल्लेखित किया गया है, लागू नहीं होता। अतः प्रार्थी के विद्वान अधिवक्ता का यह तर्क कि प्रार्थी के कार्यदिवसों में रविवारीय व अन्य अवकाशों के भुगतान प्रार्थी को नहीं किया गया सम्मिलित किए जाए, रवीकार किए जाने योग्य नहीं है। प्रार्थी के विद्वान अधिवक्ता न दसाई अर्थात् के आधार पर बैंक के कर्मचारियों ही सेवा शर्तों की ओर ध्यान आकृष्ट किया है, जिसमें कर्मचारियों के वर्गीकरण, उनके कार्य के घंटे, बैंक के अवकाश व उपार्जित अवकाश के बारे में प्रावधान किया गया है। दसाई अर्थात् के अनुसार बैंक के “कर्मचारियों का तीन श्रेणियों में स्टाफ, प्रोवेंशनल, व अस्थाई में विभजित किया गया है,” अस्थाई कर्मचारी की परिभाषा निम्न प्रकार दी गई है —

(c) “temporary employee” means an employee who has been appointed for a limited period for work which is essentially of a temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes an employee other than a permanent employee who is appointed in a temporary vacancy caused by the absence of a particular permanent employee, and”

चौकीदार-कर्मचारी, जिस अवधि में वह चररासी का कार्य करता है बैंक के अवकाश का उपभोग करने का अधिकारी होने का प्रावधान है। 11 दिन की सेवा के पश्चात् एक दिन का उपार्जित अवकाश का भी प्रावधान है। यह प्रमाणित नहीं हो पाया है कि प्रार्थी की किसी निश्चित अवधि हेतु अस्थाई रूप से बैंक में नियुक्ति दी गई वरिष्ठ वह दैनिक मजदूरी पर कार्य कर रहा था। ऐसी परिस्थितियों में मेरी राय में उक्त प्रावधान प्रार्थी के मामले में लागू नहीं होते। उक्त विवेचन के अनुसार प्रार्थी के द्वारा दिनांक 8-7-93 से 7-7-94 की अवधि में कुल 136 दिन प्रस्तुत वाउचर के आधार पर (प्रार्थी के द्वारा लिखित तर्क में वाउचर दिनांक 8-7-93 से 24-7-93 की अवधि में 17 दिन कार्यदिवसों के होना का उल्लेख किया गया है।) जबकि कार्यदिवसों की संख्या वाउचर के आधार पर 15 है। दिनांक



27-9-93 से 30-9-93 के बाउचर में कार्यदिवसों की संख्या-5 का उल्लेख किया गया है, जबकि कार्यदिवसों की संख्या-4 है। दिनांक 24-1-94 से 29-1-94 के बाउचर में कार्यदिवसों की संख्या 6 दर्ज है जबकि कार्यदिवसों की संख्या-5 है। दिनांक 4-7-94 से 9-7-94 की अवधि में 6 कार्यदिवसों की अवधि का उल्लेख किया गया है जबकि दिनांक 7-7-94 की अवधि तक कार्यदिवसों की संख्या 4 होती है, तथा इसके अतिरिक्त 15 दिवस के बाउचर ऐसे हैं जिन्हें कार्यदिवसों में सम्मिलित नहीं किया गया एवं 40 कार्यदिवसों के बाउचर ऐसे हैं जो कि अन्य नामों से हैं, जिस अवधि में प्रार्थी के द्वारा कार्य करना पाया गया है व 48 दिन के बावत् विपक्षी की ओर से भुगतान रजिस्टर एवं टोकन बुक प्रस्तुत नहीं की गई, जिनको भी प्रार्थी के कार्यदिवसों में सम्मिलित किया गया है। उक्त सभी कार्यदिवसों की गणना करने पर प्रार्थी के द्वारा दिनांक 8-7-93 से 7-7-94 की अवधि में कुल 239 दिन कार्य करना प्रमाणित होता है।

सेवामयित्व की तारीख दिनांक 10-11-94 के पूर्व के एक वर्ष में दिनांक 18-11-93 से 17-11-94 की अवधि में 89 दिन के बाउचर जो बैंक द्वारा प्रस्तुत किए गए हैं (प्रार्थी की ओर से लिखित तर्क में दिनांक 24-1-94 से 9-1-94 की अवधि में 6 दिवस कार्यदिवस बनाए गए हैं जबकि बाउचर के अनुसार कार्यदिवसों की संख्या-5 है। दिनांक 2-8-94 से 6-8-94 की अवधि में 5 कार्यदिवस बताए गए हैं जबकि कार्यदिवसों की संख्या-4 है।), 30 दिन के बाउचर ऐसे हैं जिनको उक्त कार्यदिवसों की गणना करने समय सम्मिलित नहीं किया गया जो कि प्रार्थी के कार्यदिवसों में सम्मिलित किए जाने योग्य हैं। 46 दिन प्रार्थी के द्वारा अन्य नामों के कार्य करना प्रमाणित पाया गया है व 28 दिन कार्यदिवस के बावत् विपक्षी के द्वारा भुगतान रजिस्टर व टोकन बुक प्रस्तुत नहीं किए जाने से प्रार्थी के कार्यदिवसों में सम्मिलित किया गया है, का कुल योग 193 होता है।

प्रार्थी के विद्वान अधिवक्ता का तर्क है कि प्रार्थी की सेवा विपक्षी संस्थान में दिनांक 8-7-93 से 17-11-94 तक लगातार मानी जावेगी क्योंकि यदि प्रार्थी को कार्य उपलब्ध नहीं कराए जाने में यदि उसने कार्य नहीं किया तो ऐसी अवधि को प्रार्थी की सेवा में व्यवधान नहीं माना जाएगा। उन्होंने इस तर्क के समर्थन में 2000 लैब. आई. सी. पृष्ठ 1921 मोती सेरेमिक इण्डस्ट्रीज बनाम जीओबन रूपा आई व अन्य को उद्धृत किया है। उक्त मामले में गुजरात उच्च न्यायालय ने यह अभिनिर्धारित किया कि कर्मकार ने अपने लम्बे नियोजन के दौरान यदि किसी वर्ष में 240 दिन कार्य नहीं किया तो उसमें कर्मकार छुट्टी का सुझाव प्राप्त करने के अधिकार में वंचित नहीं होगा। यह भी अभिनिर्धारित किया कि "Cessation of work" के कारण यदि प्रार्थी को कार्य उपलब्ध नहीं कराया जाता तो अधिनियम, 1947 की धारा 25-बी के खण्ड-1 के तहत उसे कर्मकार की सेवा निरन्तर मानी जावेगी। दूसरी ओर अप्रार्थी के विद्वान अधिवक्ता ने 1988 लैब. आई. सी. 1746 कहर वेश

बैंक एम्प्लॉईज यूनियन, बैंगलूर बनाम सी. जी. आई. टी. कम-लेबर कोर्ट, बैंगलूर व 1996 डब्ल्यू. एल. सी. (यू. सी.) 358 शशिकान्त बनाम राजस्थान राज्य को उद्धृत किया है। कहर विश्व बैंक के मामले में यह अभिनिर्धारित किया गया है कि आकस्मिक नियोजन की दशा में कर्मकार के द्वारा 240 दिन कार्य प्रमाणित न करने के कारण अधिनियम, 1947 की धारा 25-एफ आकृति नहीं होती। शशिकान्त के मामले में यह अभिनिर्धारित किया कि दैनिक मजदूरी पर कार्यरत श्रमिक कार्य पर आने अथवा नहीं आने के लिए स्वतंत्र होता है। इसी प्रकार नियोजक ऐसे श्रमिक को कार्य पर रखने अथवा नहीं रखने के लिए स्वतंत्र होता है। यह उल्लेख करना उचित होगा कि प्रार्थी ने स्टेटमेंट आफ स्तेप में ऐसा उल्लेख नहीं किया कि "Cessation of work" के कारण उसे विपक्षी के द्वारा कार्य उपलब्ध नहीं कराया गया। माननीय राजस्थान उच्च न्यायालय के न्याय दृष्टान्त को दृष्टिगत रखते हुए कार्य न होते हुए प्रार्थी को कार्य उपलब्ध कराना बैंक के लिए अनिवार्य नहीं था जबकि प्रार्थी दैनिक मजदूरी पर कार्यरत था। उक्त परिस्थितियों में प्रार्थी की सेवा अधिनियम, 1947 की धारा 25-बी की उपधारा (1) के अन्तर्गत निरन्तर नहीं मानी जा सकती जबकि प्रार्थी के द्वारा दिनांक 8-7-93 से 17-11-94 की अवधि में निरन्तर कार्य किया जाना प्रमाणित नहीं हुआ है। उक्त धारा 25-बी की उपधारा (1) निम्न प्रकार है—

- (1) "a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman."

माननीय राजस्थान उच्च न्यायालय ने 1994 लैब. आई. सी. 1370 पानी सेंट्रल कॉर्पोरेटिव बैंक लिमिटेड, पानी बनाम मुनीव कुमार शर्मा के मामले में प्रार्थी के द्वारा सन 1986, 87, 88, 89 में कार्य करना बताया गया था व उसकी सेवा जुलाई, 1989 के बाद समाप्त किया जाना बताया गया था। माननीय राजस्थान उच्च न्यायालय की खण्डपीठ ने यह अभिनिर्धारित किया कि अधिनियम, 1947 की धारा 25-बी की उपधारा-2 के प्रयोजनार्थ जुलाई, 87 से जून, 88 की कार्य अवधि सुसंगत नहीं है। माननीय उच्च न्यायालय के उक्त मन को दृष्टिगत रखते हुए अधिनियम, 1947 की धारा 25-बी की उपधारा-2 के प्रयोजनार्थ प्रार्थी के द्वारा उसकी सेवा समाप्ति के पूर्व के वर्ष में दिनांक 18-11-93 से 17-11-94 प्रार्थी के कार्यदिवस से सुसंगत हैं। प्रार्थी के द्वारा उक्त अवधि में कुल 193 दिन कार्य किया जाना प्रमाणित हुआ है। ऐसी दशा में अधिनियम, 1947 की धारा 25-एफ के प्रावधान आकृष्ट नहीं होते। प्रार्थी यह प्रमाणित नहीं कर पाया है कि उसने उक्त अवधि से 240 दिन कार्य किया।

प्रार्थी के विद्वान अधिवक्ता ने 1998-III-एल एल जे (एससी) 714 रतन सिंह बनाम यूनियन ऑफ इण्डिया को उद्धृत किया है, जिसमें अभिनिर्धारित किया गया है कि दैनिक मजदूरी पर कार्यरत श्रमिक भी अधिनियम, 1947 की धारा 25-एफ का लाभ प्राप्त करने का अधिकारी होता है। इस विधिक स्थिति के बारे में कोई विवाद नहीं है। अधिनियम, 1947 की धारा 25-एफ के प्राकट्य होने के लिए कर्मकार को यह प्रमाणित करना आवश्यक है कि वह नियोजक के अधीन एक वर्ष की अवधि में निरन्तर कार्यरत रहा अथवा अधिनियम, 1947 की धारा 25-जी की उपधारा-1 अथवा 2 के प्रावधानों के अन्तर्गत 1 वर्ष की अवधि के लिए निरन्तर कार्यरत रहा जो प्रार्थी प्रमाणित नहीं कर पाया है। उन्होंने अपने तर्क के समर्थन में 2001 लैब आई सी 222 सूरत महिला नागरिक सहकारी बैंक बनाम भमना बैंक एण्ड जेनेरल भाई जोशी को भी उद्धृत किया है, जिसमें गुजरात उच्च न्यायालय ने यह अभिनिर्धारित किया है कि अधिनियम, 1947 की धारा 25-एफ की प्राप्ति कर्मकार की छुट्टी किए जाने हेतु पर्याप्त नहीं है। नियोजक को यह भी प्रमाणित करना होता है कि छुट्टी करने में उसकी कोई दुर्भावना नहीं थी। ऐसी कोई साक्ष्य नहीं है कि प्रार्थी की सेवा समाप्ति किसी दुर्भावनापूर्ण नियोजक के द्वारा की गई है। इन परिस्थितियों में उक्त न्याय दृष्टान्त में प्रार्थी को नार्ड सहायता नहीं मिलती।

विपक्षी की ओर से ऐसा कोई सबूत प्रस्तुत नहीं किया गया, जिसके तहत प्रार्थी को किसी निश्चित अवधि हेतु नियोजित किया गया हो। प्रत्येक प्रकार की सेवा समाप्ति जो कि अधिनियम, 1947 की धारा 2 (ओओ) के प्रावदों के अन्तर्गत नहीं आती, छुट्टी के तहत आती है। अप्रार्थी की ओर से ऐसी कोई साक्ष्य प्रस्तुत नहीं की गई कि प्रार्थी की सेवा समाप्ति उक्त प्रावधानों के अन्तर्गत अपवाद के तहत आती हो। ऐसी दशा में प्रार्थी का मामला अधिनियम, 1947 की धारा 2(ओओ) (बीबी) के तहत नहीं आता। इस प्रकार उक्त विवेचन में प्रार्थी के द्वारा दिनांक 8-7-93 से 17-11-94 तक लगातार कार्य किया जाना प्रमाणित नहीं हुआ है व जिन अवधि में उसके द्वारा कार्य किया गया उसका उल्लेख ऊपर किया जा चुका है।

अप्रार्थी के विद्वान अधिवक्ता ने तर्क दिया है कि प्रार्थी दमरी कक्षा उत्तीर्ण था जबकि चतुर्थ श्रेणी कर्मचारी के लिए निर्धारित योग्यता आठवीं कक्षा से अधिक योग्यता न होना है। उन्होंने अपने तर्क के समर्थन में 1994 II-एल एल जे पृष्ठ 888(एससी) केरना सालवेस्ट एक्स लि. बनाम ए एलीकुण्ठन व अन्य व एस सी टी 1997 (एफ) 518 (ए.पी.) सी एच पक्षा बनाम पर्सनल मैनेजर, एस बी आई को उद्धृत किया है। दूसरी ओर प्रार्थी के विद्वान अधिवक्ता ने 1999 लैब आई सी 2285 जितेन्द्र कुमार शर्मा बनाम नृसिंह व पारिवर्तन कॉन्फेडरेशन ऑफ इण्डिया लि को उद्धृत किया है। इस बारे में कोई विवाद नहीं है कि प्रार्थी दमरी कक्षा उत्तीर्ण था। 1994 II-एल एल जे. पृष्ठ 888 के मामले में बदली कर्मकार

लिए निर्धारित योग्यता आठवीं कक्षा से अधिक न होना था। कर्मकार ने योग्यता को छिलाने हुए उक्त पद पर नियोजन प्राप्त किया था, इस कारण उसकी सेवा समाप्ति की गई। भारतीय उच्चतम न्यायालय ने सेवा समाप्ति को सही ठहराया। एस सी टी 1997 (एफ 518 के मामले में आन्ध्रप्रदेश उच्च न्यायालय ने प्रार्थी की अधिक योग्यता होने के कारण समाहित किए जाने की प्रार्थना स्वीकार नहीं की। उलाहाबाद उच्च न्यायालय ने 1999 लैब आई सी 2285 के मामले में नियुक्ति को इस आधार पर रद्द किया जाना कि कर्मचारी अधिक योग्यता रखता था, स्वेच्छाचारी बनाया। दैनिक मजदूर के मामले में कोई योग्यता निर्धारित हो ऐसा नहीं बताया जाता। प्रार्थी ने अपनी योग्यता कार्य प्रारम्भ करने के समय छिपाई हो ऐसा भी नहीं बताया जाता। प्रस्तुत मामला समाहित किए जाने का भी नहीं है। इसके अतिरिक्त प्रत्येक प्रकार की सेवा समाप्ति जो कि अधिनियम, 1947 की धारा 2(ओओ) के अन्तर्गत नहीं आती, छुट्टी के तहत आती है।

उक्त विवेचन में अप्रार्थी द्वारा अधिनियम, 1947 की धारा 25-एफ का उल्लंघन किया जाना प्रमाणित नहीं हुआ है। उक्त अधिनियम की धारा 25-जी का उल्लंघन किए जाने के बारे में प्रार्थी के विद्वान अधिवक्ता ने जोर नहीं दिया है।

बिन्दु सख्या 3— प्रार्थी के विद्वान अधिवक्ता ने उक्त बिन्दु पर जोर नहीं दिया है।

बिन्दु सख्या 4— इस अधिकरण का क्षेत्राधिकार निर्देश आदेश में वर्णित बिन्दुओं तक ही सीमित है। प्रार्थी को नियमित सेवा के लाभ प्राप्त करने के अधिकार के बारे में निर्देश आदेश में कोई उल्लेख नहीं किया गया है, अतः उक्त बिन्दु पर कोई विचार नहीं किया जा सकता। वैसे भी प्रार्थी के विद्वान अधिवक्ता ने इस बिन्दु पर जोर नहीं दिया है। अप्रार्थी के विद्वान अधिवक्ता ने इस बिन्दु के बाबत अनेक न्याय दृष्टान्त प्रस्तुत किए हैं, जिनका सभी का उल्लेख करना उचित नहीं होगा। इस बिन्दु का विनिश्चय प्रार्थी के विरुद्ध किया जाता है।

बिन्दु सख्या 7 — इस बारे में कोई साक्ष्य प्रस्तुत नहीं की गई कि प्रार्थी भारतीय जीवन बीमा निगम में कार्य करता है, अतः इस बिन्दु का विनिश्चय अप्रार्थी के विरुद्ध किया जाता है।

बिन्दु सख्या 8— उक्त बिन्दुओं के विनिश्चय के आधार पर प्रार्थी की सेवा समाप्ति अवैध व अनुचित नहीं कही जा सकती व प्रार्थी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

पचास की परिधिपि केन्द्रीय सरकार को अधिनियम, 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

ह०

अपठनीय

पीठासीन अधिकारी

नई दिल्ली, 11 जून, 2001

का.आ. 1510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रिजर्व बैंक ऑफ इंडिया के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-6-2001 को प्राप्त हुआ था।

[सं. एल-12012/204/95-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 11th June, 2001

S.O. 1510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Reserve Bank of India and their workman, which was received by the Central Government on 8-6-2001.

[No. L-12012/204/95 IR-(B-1)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

SRI S. K. DHAL, O.S.J.S. (Sr. Branch), PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BBSR

Industrial Dispute Case No. Tr. I.D. 121/2001

Dated, Bhubaneswar, the 22nd May 2001

#### BETWEEN:

Shri B. Malleswar Rao & Others,  
Bhubaneswar.

...First Party-  
Workman.

Vrs.

The Management of Reserve Bank  
of India, Bhubaneswar.

...Second Party-  
Management.

#### APPEARANCES :

Shri B. Malleswar Rao & Others, ...For the 1st  
Party Workman.

Shri A. K. Mohapatra, Asst.  
Manager, RBI, Bhubaneswar.

...For the 2nd  
Party Management.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the following dispute for adjudication vide their Order No. L-22012/204/95-IR(B-1), dated 25-9-95 :—

“Whether the action of the Management of Reserve Bank of India, Bhubaneswar, in terminating the service of Shri B. Malleswar Rao, Shri Mahendra Jena, Shri Nayan Navak Shri Upendra Nath Mallick, and Shri Lingaraj Nanda is justified? If not, to what relief the workman are entitled?”

2. The facts behind the reference may be stated in brief:—The case of the workmen is that they are ticca mazdoors working in the R.B.I. at Bhubaneswar on being empannelled by the Management. They had worked for more than 3 to 4 years but from January 1994 they have been refused of the employment. So they raised dispute before the Regional Labour Commissioner. As the conciliation failed the matter has been referred to the Government of India (Ministry of Labour) who in turn referred this matter to this Tribunal for answering the reference as stated above.

3. In the written statement the Management has pleaded that the procedure for appointment in base cadre in Class-IV employees is that they call for names from the employment exchange and after due scrutiny regarding qualification and age the applications are invited from the short-listed candidates and they have faced the interview and medical test. Thereafter the wait-list is prepared after taking into consideration the number of existing vacancies and they are called as ticcass. The applicants-workmen do not come under the “ticcas” as their names were not sponsored by the employment exchange and they have not faced any interview. They voluntarily come to the bank and if work is available their services are utilised on daily rated basis. It is further submitted that, the settlement was reached between the Management and the Federation, representing the Class-IV cadre of the bank for consideration of persons selected through proper procedure for engagement in the bank purely on adhoc basis. It is further pleaded that it was decided to dis-continue the practice of appointment of ticcass after adjusting, the list of ticcass which was prepared. According to the Management, the workman do not come under the category of ticcass and so they have got no right to claim regularisation.

4. On the above pleadings of the parties, the following issues have been settled.

#### ISSUES

1. “Whether the action of the Management of Reserve Bank of India, Bhubaneswar in terminating the services of Shri B. Malleswar Rao, Shri Mahendra Jena, Shri Nayan Nayak Shri Upendra Nath Mallick, and Shri Lingaraj Nanda is justified?”

2. If not, to what relief the workman are entitled?

5. On behalf of the Management three witnesses have been examined whereas on behalf of the workman one witness has been examined. The xerox copy of the memorandum of settlement dated 23-7-1993 between the Management of RBI and All India RBI Workers Federation has been exhibited in this case as Ext.-A on behalf of the Management.

6. ISSUE NO. 1.—On behalf of the workmen it has been submitted that 75 ticca workmen have been absorbed who have never rendered continuous service of 3 years by 19-11-92. But the workmen of this case have been refused on the ground that they have not completed 240 days preceding to their discharge or termination. On the other hand it has been submitted on behalf of the Management that as the workmen do not come under the ticcass and as they are stand by workers they are not entitled to be absorbed in view of the settlement made between the Management and the Union. It has been further submitted

that, presently the system of appointment of ticcas has been abolished so there is no scope for the Management to absorb the workmen.

7. After perusal of the pleadings of both the parties, evidence and documents, I find substantial force in the submission made on behalf of the Management. Admittedly the workmen who have claimed for absorption has not been sponsored by the employment exchange. They have not applied to the Management. They have also not faced any interview. In this connection, the evidence of the witness examined on behalf of the workmen is very important. The witness has deposed that he was working as a substitute in place of regular employee who remained on leave. His further evidence goes to show that he goes to the Bank every morning, wait for engagement and depending upon the vacancies in the regular post they were being engaged. In Paragraph-3 of the deposition he has admitted that out of 85 persons the services of 60 persons were regularised and they were sponsored by the employment exchange. He himself has admitted that he and his friends were not sponsored by the employment exchange. Reliance has been placed by the Management in case of Madhyamik Sikhya Parishad, U.P.—Vrs.—Anil Kr. Mishra and others reported in AIR 1994 SC 1638 where it has been held that “persons working on adhoc assignment and when no posts are sanctioned no right of the regularisation exists for such employees”. It is also further held that no right exists for such employees if a person has been temporarily engaged. It has been submitted on behalf of the Management that as the workmen has not wait-listed under the normal recruitment procedure, they have no right to any post or appointment in the Bank and they are not eligible as per the settlement of Memorandum exhibited as Ext.-A. The version of the Management that in the year 1994 due to discontinuation of ticca system the workman have no engagement with the Bank, has not been shaken. In my opinion when the engagement of the workmen was temporary and on casual basis on the need of the job there will be no right of continuance in the employment. The copy of the settlement Ext.-A speaks that Ticca system has been discontinued. The evidence of the Management goes to show that the workmen were not being engaged as ticca in the bank and they have not applied for any job so they are not entitled to any relief. This evidence of the Management stands unchallenged. As per the above discussions and in view of the evidence of the Management which stands unchallenged I am of the opinion that there has been no violation of statutory provisions on behalf of the Management in dispensing with the services of the workmen and the consequential action of the Management cannot be said to be illegal or unjustified.

#### ISSUE NO. II

In view of my findings in respect of Issue No. I no relief is admissible to the workmen.

Reference is answered accordingly.

Dictated and corrected by me.

S. K. DHAL, Presiding Officer

नई दिल्ली, 14 जून, 2001

का.आ. 1511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनूबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अस न्यायालय कानपुर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-6-2001 को प्राप्त हुआ था।

[सं. एन-12012/33/98-आई आर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 14th June, 2001

S.O. 1511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 13-6-2001.

[No. L-12012/33/98-IR(B-I)]

AJAY KUMAR, Desk Officer

#### ANNEXURE

BEFORE SHRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SARODAYA NAGAR, KANPUR

Industrial Dispute No. 31/99

In the matter of dispute between :

The President,  
Bhartiya Samasth Bank Chatruth Shreni  
Karamchari Sangh, Firozabad Road,  
Sitnagar, Agra.

AND

The Assistant General Manager,  
State Bank of India,  
Regional Office,  
First Area,  
Sanjay Place, Agra.

#### AWARD

Central Government, Ministry of Labour, vide its notification No. L-14012/33/98/IR(B-I) dt. 25-2-99 has referred the following dispute for adjudication to this tribunal—

Whether the action of the management of Regional Manager, State Bank of India, Region-1, Agra not accepting Shri Kishan Pal Singh, Canteen Boy, Aliganj Branch, District Etah as bank employee and not giving him benefits of notice dated 27-10-88 is legal and justified? If not, to what relief the workman is entitled?

On behalf of the workman statement of claim has been filed with the allegations that Sri Kishan Pal Singh was employed as canteen boy in State Bank of India, Aliganj Branch, District Etah in the year 1983 and since then he is working on that post. It has been alleged that he is serving the bank since 1983 but he has not been made permanent in the service of the bank. It has been alleged that every year regular selections of the employees is made in the bank and the concerned workman applied several times for giving him regular employment in the bank but no attention has been paid to his request hence he raised this industrial dispute which has been referred to this tribunal for adjudication. It has been alleged that he is entitled to get regular appointment in the bank and is also entitled to get arrears of salary at the rates mentioned in the claim statement.

The management has filed its reply with the allegations that the concerned workman Kishan Pal Singh was never an employee of the State Bank of India hence there was no question of giving him regular appointment on any post in the bank. It has been alleged that he worked in the concerned branch of the bank as canteen boy in the canteen which was run by Local Implementation Committee which is constituted by the permanent members of the local staff and which is run by the Secretary of Local Implementation Committee nominated by the employees of the Bank. The Branch Manager is "Ex Officio President" of that Committee. It has been alleged that Kishan Pal Singh was appointed as canteen boy by Local Implementation Committee and continues to be the employee of that committee. It has been alleged that the wages were paid to him from the account which is opened in the bank in the name of Local Implementation Committee. It has been alleged that in the settlement made between the management and Union of the employees of the bank in the year 1988 and 1991 the temporary, ad-hoc and daily wage employee of the bank were given an opportunity to get regular employment in the bank after facing selection board but the concerned workman Kishan Pal Singh was not a temporary, ad-hoc or daily wage employee of the bank hence his case for regular appointment could not be considered and he could not get any benefit of those settlements. As he was not in the employment of the bank he could not be given any benefit of the aforesaid settlements made in the years 1988 and 1991. It has been alleged that the bank is not able to pay him any arrears of salary and the claim of the workman is not liable to be rejected and the reference should be decided in favour of the management and against the workman.

On behalf of the workman rejoinder has been filed in which allegations made in the claim statement have been reiterated and the facts alleged in the written statement have been denied.

Union raising the present dispute examined Sri Kishan Pal Singh as W.W.1 and filed 27 documents marked Exts. W-1 to W-27. The management examined Sri Suresh Chandra Agarwal, the then branch manager of the bank as M.W.1 and filed 7 documents marked Exts. M-1 to M-7 in support of its case.

I have heard the authorised representatives for both the sides and have gone through the record of the case. The authorised representative for the management has argued that Kishan Pal Singh was a canteen boy in Aliganj Branch of the Bank in District Etah and was working as such since 1983 and being appointed by Local Implementation Committee he could not be treated as an employee of the bank in the eye of law and the bank has not committed any error in not treating him as employee of the bank. After going through the record of the case I find force in this contention. Sri Suresh Chandra Agarwal, M.W.1 clearly stated that Kishan Pal Singh was a canteen boy in the Aliganj Branch of the Bank and he was never appointed on any post under the bank. He stated that canteen was being run by Local Implementation Committee which was constituted by permanent employees of the bank and the concerned workman was employed by Local Implementation Committee. He stated that Kishan Pal Singh never worked on any post in the bank. The oral testimony of this witness appears to be correct Kishan Pal Singh, W.W.1 admitted in his cross examination that he was appointed by Local Implementation Committee as canteen boy and he was getting salary as a canteen boy in Aliganj Branch of the Bank in District Etah. In his statement of claim also the concerned workman has been mentioned as canteen boy. In the reference order also Kishan Pal Singh has been mentioned as canteen boy, Aliganj Branch of State Bank of India situate in District Etah. The management has filed the original application dated 16-5-91 moved by Kishan Pal Singh in the bank for giving him regular appointment in the bank. In this application also he has mentioned himself as canteen boy who was working there since 14-7-83. The check list of the Bank of Kishan Pal Singh is Ext. M-2 on record which shows that he was not considered for regular appointment because he was canteen boy and was not eligible to be considered for regular appointment in view of the settlement made in the years 1988 and 1991. The aforesaid evidence on the record proves beyond doubt that Sri Kishan Pal Singh was appointed as canteen boy in the year 1983 by Local Implementation Committee and was working since then in Aliganj Branch of the Bank in District Etah.

The authorised representative for the bank has drawn my attention towards the law laid down by the Hon'ble Supreme Court of India in a similar case of State Bank of India and others Versus State Bank of India Canteen Employees Union, 2000-Lab. IC 1481. In this case the Hon'ble Supreme Court of India has considered the status of a canteen boy appointed by Local Implementation Committee and held as under—

Employees of the canteens which are run at various branches by the Local Implementation Committee as per the welfare scheme framed by the SBI would not become employees of the Bank as the Bank is not having any statutory or contractual obligation or obligation arising under the Award to run such canteens.

The law laid down in the case cited above fully applies in the present case also. I, therefore, hold that Kishan Pal Singh who was an employee of the canteen could not become employee of the State Bank of India because he was never appointed according to rules against any post in the bank and the bank has

not committed any error in not treating him the employee of the bank.

The authorised representative for the workman has drawn my attention towards the settlement dated 27-10-88 which was made between the SBI and workmen employees in the SBI a copy of that settlement is on the record. On the basis of this settlement, the representative of the workman has argued that the concerned workman was entitled to be absorbed against a permanent post in the bank. On the other hand the representative of the bank has argued that this settlement was made between the employees of the bank and the management of the bank for considering the cases of daily workers (temporary workers and casual workers of the bank for regular appointment against the posts which were vacant and which may fall vacant up to 1992. He has also argued that only such persons could be considered for regular employment in the bank who were eligible for the post vacant in the bank. He has also contended that canteen boy who was not employee of the bank was not eligible to be considered for regular appointment in view of settlement made on 27-10-88. I have gone through the contents of the aforesaid settlement. That settlement provides that only those persons who were engaged by bank on casual basis or on daily wage basis or on temporary/ad-hoc basis against the vacancies of messengers, sweepers, water boys, cash coolie etc., were entitled to be considered for regular appointment in the bank. In the settlement, the canteen boys are not mentioned as persons eligible to be considered for regular appointment in the bank. Exts. M-1 and M-2 also indicate that Kishan Pal Singh had also applied for regular appointment on a post in the bank as canteen boy but his application was rejected because he was not entitled to get the benefit of the settlement being an employee of Local Implementation Committee and not an employee of the bank. I, therefore, hold that the bank has not committed any mistake in not considering the case of Kishan Pal Singh for giving him regular appointment on a post in the bank because the post which is held by him was not mentioned in the settlement dated 27-10-88.

On behalf of the concerned workman an attempt has been made to show that some persons were engaged as canteen boy in the past have got regular appointments on certain post in the bank hence the same benefit should be extended to the concerned workman also. I do not find any force in this contention. If some canteen boys were also engaged on ad-hoc basis casual basis on the post under the bank they might have got the benefit of the settlement dated 27-10-88. Some of the canteen boys might have appeared in the regular selection for such post before selection board constituted according to rules and they might have got selection against those post and might have got employment accordingly. There is nothing on record to show that the concerned workman ever appeared before selection committee constituted for making regular selection for such post. Hence he can not claim any parity with those persons, who being canteen boys got selection in the vacant post in the bank and were appointed accordingly. The concerned workman could not get any benefit which was granted to such canteen boys in the post.

In view of above considerations I do not find any illegality in the action of the bank in not accepting Sri

Kishan Pal Singh as bank employee and not giving him benefit of settlement dated 27-10-88. Consequently the concerned workman is not entitled for any relief.

Reference is, therefore, decided against the concerned workman and in favour of the management of State Bank of India.

8-6-2001

R. F. PANDEY, Presiding Officer

नई दिल्ली, 14 जून, 2001

क्र.प्र. 1512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार सादर ऐलान, मद्रास के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अनुवर्ण में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम/अथ न्यायालय ऐलान के पत्रों को पत्रित करने के, जो केन्द्रीय सरकार का 13-6-2001 को प्राप्त हुआ था।

[स. एन-41912/171/97-प्रार्थना (बो-1)]

राज्य कुमार ईश्वर प्रियंका

New Delhi, the 14th June, 2001

S.O. 1512.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway, Madras and their workman, which was received by the Central Government on 13-6-2001.

[No. 41912/171, 97-IR(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, CHENNAI

Monday, the 21st May, 2001

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 494/2001

(Tamil Nadu Industrial Dispute No. 64/98)

(In the matter of the dispute for adjudication under Section 10(1)(d) and sub-section 2(A) of the Industrial Disputes Act, 1947 between the Workman, Sri A. Vajiravelu and the Management. The Divisional Railway Manager, Southern Railway.)

BETWEEN

Shri A. Vajiravelu . . . I Party/Workman.

AND

The Divisional Railway Manager,  
Southern Railway,  
Madras.

.. II Party/Management.

## APPEARANCES :

For the Workman : M/s. Sundararajan and Sri  
V. Srinivasan, Advocates.

For the Management: Sri P. Arulmudi, Advocate.

## AWARD

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the following dispute for adjudication vide Order No. L-41012/171/97-IR(B-1) dt. 11-3-98:—

“Whether the action of Divisional Railway Manager, Chennai Division, Chennai, in denying remedial examination and employment to Shri A. Vajiravelu with effect from 1981 is justified? If not, to what relief the workman is entitled?”

2. This reference has been made earlier to the Tamil Nadu Industrial Tribunal, where it was taken on file as I.D. No. 64/1998. On receipt of notice from that Tribunal, both the parties entered appearance through their respective counsel and filed their respective Claim Statement and Counter Statement. The matter pending there for enquiry was adjourned from time to time by that Tribunal on request by either one of the parties, till it was transferred to the file of this Tribunal for adjudication on the orders of transfer by the Central Government.

3. On receipt of records of this case from the Tamil Nadu State Industrial Tribunal, this has been taken on file of this Tribunal on 15-2-2001 as I.D. No. 494/2001. On receipt of notice sent by this Tribunal to the counsel on record on either side, both the parties appeared before this Tribunal with their respective counsel. Due to the adjournment sought for by either one of the parties, the matter was adjourned from time to time for enquiry till 21-05-2001, this day.

4. When the matter was taken up for enquiry today, both the parties appeared before this Tribunal with their respective counsel and informed this Tribunal that the subject matter of this dispute has been already raised as a collective dispute and it was made as a collective industrial dispute in the schedule of reference mentioned in Industrial Dispute No. 419/2001 (Tamil Nadu State Industrial Tribunal I.D. No. 9/97). The I Party/Workman and his counsel on record have made joint endorsement on the Claim Statement filed in this case for the withdrawal of this case without prejudice to I.D. No. 419/2001. The counsel for the II Party/Management has also represented that as ‘no objection’. The endorsement made on the Claim Statement is recorded and this case is dismissed as withdrawn. An award is passed accordingly and this reference is closed.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in

the open court on this day the 21st May, 2001.)

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 8 जून, 2001

का.आ. 1513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार भारत गोल्ड माइन्स के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/बैंगलूर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2001 को प्राप्त हुआ था।

[स. एल-43012/3/92—आई आर (एम)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 8th June, 2001

S.O. 1513.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Gold Mines and their workman, which was received by the Central Government on 6-6-2001.

[No. L-43012/3/92-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, the 23rd May, 2001

## PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com. LL.B.,  
Presiding Officer.

C.R. No. 16/93

## I PARTY :

Bharat Gold Mines Employees,  
Union, Represented by its Secretary,  
Oorgaum,  
K.G.F. 563 120.

## II PARTY :

The Management of M/s. Bharat Gold Mines Ltd.  
Represented by its Managing Director.  
Oorgaum,  
K.G.F. 563 120.

## AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of the Section 10 of the Industrial Dispute Act, 1947 has referred this dispute vide order No. L-43012/3/92-IR(Misc.), dated 2-3-93 for adjudication on the following schedule :

## SCHEDULE

“Whether the Bharat Gold Mines Employees Union K.G.F. is justified in their demand

for promotion of S/Shri Karunanidhi PE No. 129222, Bagyanathan, PE No. 122500, Arumugam, PE No. 123938 and Sugumaran, PE No. 144347 to clerical cadre? If so, what relief the employees are entitled to?"

2. First Party joined the services of second party on 11-7-1977 as General Labourer. He joined as a permanent employee of the Second party management since 1985 and has been working as Clerk and discharging duties as a Clerk. He was denied promotion so dispute is raised.

3. First party appeared and filed claim statement. The case of the first party in brief is as under :—

4. First party was working as a Clerk since 1985 but his designation remains as General Labourer and was getting salary of General Labourer. One Shri Arumugam joined on 11-7-77 as Shaftman since 1985 and he was working as Clerk but still designated as General Labourer. So also Karunanidhi joined as Timberman and working as a Clerk. All these workmen have completed their SSLC and Junior Typewriting and management is taking work in the office. The workmen are working as Clerks since 1985 but they are still designated as labourers so the action of the management is illegal and in violation of statutory rights of the workmen. The first party has prayed to pass award in his favour.

5. The Second party appeared and filed counter. The case of the second party in brief is as under :

6. Second Party is not aware whether Bhagynathan, Karunanidhi, Arumugam and Sugumaran are union members. It is a fact that they joined the services of the Second party management as General Labourer for underground work from the date of their joining till 1-9-90. They voluntarily worked on their own grade on surface in time section to learn the job and accordingly they were promoted to work on surface. It is not correct to say that the workmen were working as Clerk at any time. Their appointment was only on underground work as General Labourer.

7. It is the further case of the Second party that the workmen were appointed in 1977 and 1980 as General Labourers. The contention of the first party that they were working as clerks since 1985 is absolutely false. All the allegations made by the second party are not correct. The contention of the first party workmen is that the management of Nandidoorg Mines have given unmerited promotion to 'D' grade to one Shri Pattabiraman, a general labourer who was very much junior to this workman is false and the workmen are not entitled for promotion as Clerk. The management for these reasons has prayed to reject the reference.

8. It is seen from the records that B. Bhagyanathan was examined as WW1 and documents marked in his evidence. Against this Shri N. Balasubramanian examined as MW1 and documents are marked.

9. I have heard the arguments and perused all the documents and read evidence carefully. The evidence of WW1 is not sufficient to say that the workmen of the first party union have worked as staff as alleged in the Claim Statement. WW1 states in his cross-examination that he did not produce any document evidencing that he was working in the Magazine section after 1979 and then he started working as clerk from 1985 in the time office. This itself is sufficient to show that the case of the first party union workmen is not correct. WW1 says in his cross examination that he has not passed any cross examination. He further says that they gave representation to the Personal Manager. They have not given any endorsement. He did not produce the copy of the representation to this Tribunal. With this cross examination I am of the opinion that he is not speaking truth and his evidence will not be helpful to show this workmen were working at any time as clerks and they are entitled promotion as of right. WW1 further says in his cross examination that he does not know whether there are no posts of clerks in other words it is clear from the above evidence that there are no clerical posts available.

10. Coming to the evidence of the MW1 he categorically states that these workmen were working as General Labourer. He further says that on their oral representation the second party ordered them to work in the time office as General Labourer to assist the clerks and to learn the job. This work was on a temporary basis. They are paid wages as applicable to GL cadre. He categorically states that these workmen are not entitled to be designated as clerks which is three grade above the general labourer. He categorically states in his cross examination that general labourers are also eligible for promotion in their respective cadres.

11. Taking all this into consideration I am of the opinion that the dispute has no merit and the first party workmen has failed to establish that they worked as clerks at any time. In view of the evidence by WW1 that no documents are produced to show that they started working as Clerk from 1985. It can be said that the General Labourers are also eligible for promotion but for regular promotion rules will have to be followed and the first party workmen have not established that they have fulfilled the qualifications for promotion and they are entitled for promotion as per the rules of the second party management.

12. Taking all this into consideration I am of the opinion that there is no merit in this reference and accordingly I proceed to pass the following order :

### ORDER

The reference is rejected.

Dictated to PA transcribed by her corrected and signed by me on 22nd May, 2001.

HON'BLE SHRI V. N. KULKARNI

Presiding Officer



नई दिल्ली, 8 जून, 2001

का.आ. 1514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. टिम्ब्लो एन्टरप्राइजेज के प्रबंधन के संदर्भ में उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिक्रमण मुद्दों के फैसले को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-2001 को प्राप्त हुआ था।

[सं. एन-29011/60/99-आई आर (एम)]

बी.एम. डेविड अवर सचिव

New Delhi, the 8th June, 2001

S.O. 1514—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Timblo Enterprises and their workman, which was received by the Central Government on 6-6-2001.

[No. L-29011/60/99-IR(M)]

B. M. DAVID, Under Secy.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

## PRESENT :

S. N. Saundankar.

Reference No. CGIT-2/41 of 2000.

Employers in relation to the management of

M/s. Timblo Enterprises.

The Proprietor,  
Kadar Manzil,  
Margao  
Goa-403 601.

## AND

Their Workmen.

The Secretary,  
Goa Mining Labour Welfare Union,  
Velho's Building, 2nd Floor,  
Opp. Municipal Garden,  
Panji,  
Goa.

## APPEARANCES :

For the Employer : Mr. M. S. Bhandodkar,  
Advocate.For the Employer : Mr. M. S. Bhandodkar,  
Advocate.

Mumbai, dated 30th April, 2001.

## AWARD

The Government of India, Ministry of Labour, by its Order No. L-29011/60/99/IR(M), dt. 25-5-2000, 1872(GI/2001—11,

have referred to the following Industrial Dispute for adjudication.

“Whether the action of the management of Timblo Enterprises, Goa, in refusing employment to 76 workmen (as per Annexure ‘A’ enclosed) w.e.f. 19-3-99 is legal and justified? If not, to what relief the workmen are entitled?”

## ANNEXURE ‘A’

M/s. Timblo Enterprises.

Sr. No. Name

1. Deepak G. Naik
2. Suresh B. Gaonkar
3. Prashant D. Kholkar
4. Subhash B. Gaonkar
5. Sandesh P. Naik
6. Santosh G. Gaonkar
7. Sagun D. Nalekar
8. Narayan K. Sontakke
9. Mahadev S. Velip
10. Krishna G. Gounker
11. Suresh R. Gounker
12. Shivaji B. Velip
13. Ulhas P. Naik
14. Suresh K. Dessai
15. Rajendra P. Borker
16. Kushali K. Gaonkar
17. Navlo G. Natasso
18. Saju G. Gavli
19. Kamu R. Daipude
20. Ramesh C. Raiker
21. Sandeep K. Dessai
22. Manoj N. Paryekar
23. Indrajit T. Gaonkar
24. Satywan B. Gaonkar
25. Ratnaker S. Naik
26. Bhairo Dhaipode
27. Anant K. Gaonkar
28. Nago B. Lambore
29. Jotto B. Lambore
30. Vittu R. Bekdo
31. Bombo B. Lambor
32. Prasad R. Gurav
33. Sabhaji V. Arolkar

34. Varies S. Mascarenhas
35. Tulsidas Velip
36. Dhaklo J. Shelko
37. Chandrakant N. Mirashi
38. Nishikant Kakodker
39. Smt. Bommi B. Warak
40. Shambu J. Gaonker
41. Suresh G. Gaonkar
42. Rohidas B. Velip
43. Subhas S. Laad
44. Daya K. Kalewar
45. Satyawar S. Gaonker
46. Ganesh P. Gaonker
47. Srirang R. Narvekar
48. Smt. Laxmi V. Devidas
49. Dhondo B. Rekdo
50. Agostino D'Silva
51. Jano J. Rekdo
52. Ramchandra Gounkar
53. Purushottam S. Gounkar
54. Gangaram Patil
55. Harichandra B. Gounkar
56. Subhash Shet Gounkar
57. Melagris Fernandes
58. John F. Fernandes
59. Tukaram R. Malik
60. Ramesh K. Dessai
61. Murari Kusta Gaonker
62. Sadanand B. Velip
63. Kushali F. Dessai
64. Bhikaro Velip
65. Yesso Velip
66. Francisco D'Costa
67. Sayee Warak
68. Macho P. Misso
69. Ratnaker G. Naik
70. Sunay Naik
71. Nilesh Shirodker
72. Vassant Gaonkar
73. Thako Jangli
74. Kanta Gaonkar
75. Vassu H. Gaonkar
76. Shaikh Sagiruddin

contended that they have settled the dispute with the management out of court, therefore, they do not desire to proceed with the reference. The management conceded to that, vide endorsement of their Counsel Shri Bandodkar. Since the dispute has already been settled out of court, the following order is passed :—

#### ORDER

The reference stands disposed of as settled vide (Exhibit-7).

S. N. SAUNDANKAR, Presiding Officer

प्रदर्श सं.

EXHIBIT No. 7

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Ref. No. CGIT-2/41/2000

Employers in relation to the Management of  
M/s. Timblo Enterprises

AND

Their workmen.

May it please your Honour

The workers concern in the above matter has already settled the subject matter of the Dispute. As such the union does not want to pursue the matter any further.

The concern order/award may be passed in view of the above.

Date : 23-01-2001.

Place : Murmugao-Goa.

Sd/-

SUHUOS NAIK, Secy.  
(Goa Mining Labour Welfare Union).

नई दिल्ली, 8 जून, 2001

का.आ. 1515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, केस्ट्राल इण्डिया लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-6-01 को प्राप्त हुआ था।

[सं. एन-30012/39/99-आई आर (एम)]

वी.एम. डेविड, अवर सचिव

New Delhi, the 8th June, 2001

S.O. 1515.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Castrol India Ltd. and their workman, which was received by the Central Government on 6-6-01.

[No. L-30012/39/99-IR(M)]

B.M. DAVID, Under Secy.

2. On receipt of the reference this Tribunal issued notices to the parties concerned. In response to that the union and the management were served with notices (Ex-3 and 4). The union vide (Exhibit-7)

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL No. 2, MUMBAI  
PRESENT

S.N. SAUNDANKAR

Presiding Officer

REFERENCE No. CGIT-2/27 of 2000  
EMPLOYERS IN RELATION TO THE MANAGE-  
MENT OF M/S. CASTROL INDIA LTD.

The General Manager (Western Region),  
Castrol India Ltd.,  
B-15/18, Commerce Centre,  
78, Tardeo Road,  
Mumbai-400 034.

AND

THEIR WORKMEN

The General Secretary,  
Petroleum Workmen's Union,  
Shramjeevi Avaz,  
34, Sewree Cross Road,  
Sewri, Mumbai-400 015.

APPEARANCES:

FOR THE EMPLOYER : Mr. G.L. Govil,  
Advocate

FOR THE WORKMEN : Mr. P.S. Desai,  
Representative

Mumbai, Dated 18th May, 2001.

## AWARD

The Government of India, Ministry of Labour, by its Order No. L-30012/39/99-IR(Misc), dated Nil have referred to the following Industrial Dispute for adjudication, to this Tribunal.

"Whether the demand raised by Petroleum Workers Union vide their letter dated 9-11-1998 (copy enclosed) against the management of M/s. Castrol India Ltd. subsequent to issue of notice dated 6-11-1998 issued by the management is justified? If so, to what relief the concerned workman are entitled?"

## ANNEXURE

S. No.	Employees Code No.	Name of Workman
1	2	3
1.	1103	Ahire S B
2.	1121	Bhatkal S R
3.	1171	Dias Affex
4.	1196	Fernandes E
5.	1307	Madhuram R J
6.	1308	Mandrekar P D
7.	1347	Panjanani M K
8.	9692	Shavaji Shankar
9.	1504	Arjun Vishram

1	2	3
10.	1528	Bhaguram L Sawant
11.	1551	Chandrakant Arjun
12.	1591	Eknath Kashiram
13.	1729	Laxman Dhondur
14.	1732	Laxman Sudam
15.	1841	Raghunath Sakharan
16.	1977	Yeshwant Umaji
17.	9401	Kisan Balu
18.	9691	Sabajit J Singh
19.	9823	Vijay Shivram
20.	9967	Shankar Janu
21.	9968	Kisan Rajaram
22.	9970	Arvind J Khot
23.	9971	Gregory M Menezes
24.	9972	Thakur P Sharma
25.	9973	Dhure S G
26.	9974	Yadav A K S P
27.	9975	Dinkar Vishram
28.	9977	Gole Sanjay S
29.	9978	Surve Arun G
30.	9981	Nandoskar R K
31.	9982	Mulik D K
32.	9983	Dhanawade B B

2. Pursuant to the notices, the General Secretary of the Union, Mr. Damle, filed Statement of Claim (Exhibit-7) which was resisted by the management vide Written Statement (Exhibit-8). On the rival pleadings of the parties, issues were framed at Exhibit-10 and consequently the matter was fixed for giving list of witnesses. The President of the Union, Mr. P.S. Desai and the Advocate Shri G.L. Govil for the management today, filed Settlement Deed dated 25-9-2000 with purshis Exhibit-11. Para 5 of the deed clearly mentions on amicable settlement, therefore, reference will have to be disposed of and hence the Order:

## ORDER

Reference stands disposed of as settled vide deed dated 25-9-2000 with purshis Exhibit-11.  
18-5-2001

S.N. SAUNDANKAR, Presiding Officer

BEFORE THE HON'BLE CENTRAL GOVERN-  
MENT INDUSTRIAL TRIBUNAL NO. 2 AT  
MUMBAI

REFERENCE NO. CGIT-2/27 OF 2000

BETWEEN

M/s. Castro India Ltd.  
B-15/18, Commerce Centre,  
78, Tardeo Road,  
Mumbai-400 034.

AND

Their Workmen  
Represented by  
Petroleum Workmen's Union,  
Shramajeevi Awaz,  
34, Sewree Cross Road,  
Sewree, Mumbai-400 015

#### MAY IT PLEASE THIS HON'BLE TRIBUNAL

The parties to the above reference have amicably resolved the dispute covered by this Reference by entering into Settlement dated 25-9-2000 under provisions of Sections 2(P), 18(1) and 19 of the ID Act, 1947 and the Rules made thereunder. A copy of the said Memorandum of Settlement entered into by the parties is hereby annexed. In terms of clause 5 of the said Settlement the parties respectfully pray that this Hon'ble Tribunal be pleased to dispose of the said Reference accordingly.

Dated at Mumbai, this 18th day of May, 2001.

For and on behalf of Castrol India Ltd.

Sd/- (G.L. Govil), Advocate

For & on behalf of workmen represented by Petroleum Workmen's Union.

Sd/- (P.S. Desai) President

Annexure Memorandum of Settlement dated 25-9-20

#### FORM-H

#### MEMORANDUM OF SETTLEMENT

(SEE RULE 58 OF INDUSTRIAL DISPUTES CENTRAL RULE 1957)

Memorandum of Settlement under Section 2(P) read with Section 18(1) of the Industrial Disputes Act, 1947 and the rules made hereunder:

#### PARTIES TO THE SETTLEMENT

Representing Employer	Represented by:
a. Castrol India Limited	P.M. Augustin,
M.S. Warehouse,	Head-Mgmt Develop-
10, Magazine Street,	ment & Emp Relations
Darukhana,	
MUMBAI-400 010	V.V. Narayanan
	Sr. Manager HR
	A.A. Balwalli
	Dy. Manager-HR &
	Admin.
b. Representing Workmen:	Represented by
Petroleum Workmen's	P.S. Desai, President
Union	S.V. Damle, General Secy.
C/o A.I.T.U.C. Office	A. Yadav
Bhupesh Gupta Bhavan	Arjun Vishram
85 Sayani Road	
Mumbai-400 025	

Whereas Castrol India Limited was having a Filling Unit at M. S. Warehouse, Reay Road (hereinafter for brevity sake referred to as the "Company")

and for reasons recorded in preamble to Settlement dated 14-10-98, operations were discontinued in the Unit w.e.f. August 1998.

And Whereas Representative of the Company after discussions with the Petroleum Workmen's Union (hereinafter referred to as the "Union"), entered into a Settlement dated 14-10-98 which amongst others, provided that the issue relating to the workmen who were left after transfer to Patalganga, would be discussed further as per the provisions of Law.

And Whereas the Company vide Notice dated 6-11-98 advised all the workmen that since there was no work available, and as they were being paid their salary, they were not required to report for duty for marking their attendance.

And Whereas the Union being aggrieved by the aforesaid action of the company, raised a dispute before the Assistant Labour Commissioner (Central) at Mumbai on behalf of 23 workmen vide their letter dated 09-11-1998 (copy enclosed as Annexure 'A') which finally culminated with a reference being made by the Central Government vide their order no.: L-30012/29/99-IR before the Central Government Industrial Tribunal No. 2 at Mumbai, as to whether the demand raised by the Petroleum Workmen's Union vide their letter dated 9-11-98 against the Management of M/s Castrol India Limited, subsequent to issue of Notice dated 6-11-98 by the Management is justified? If so, to what relief the concerned workmen are entitled?

And Whereas pursuant thereto, a series of discussions were held with the Workmen/Union and the parties finally came to an understanding on 25-9-2000 and it has been inter alia agreed to settle the issue as a package deal for the 23 workmen on behalf of whom the Union had raised the dispute.

Now, therefore, the parties have entered into the following settlement as a package deal.

#### TERMS OF THE SETTLEMENT

1. It is agreed by and between the parties that the company would provide jobs to seven workmen as per details given below:

NAME	EMP CODE	New	Old
Kisan Rajaram	9968	346	325
Bhatkal S.R.	1121	—	910
Dinkar Vishram	9975	302	300
Gregory Mezezes	9971	324	324
Shankar Janu	9967	346	325
Yadav AKSP	9974	302	300
Mulik B.K.	9982	—	205

1.1 The aforesaid seven workmen would be provided jobs either at Head Office or at the Technology Centre at Wadala. Four would be taken at

Wadala and three at Head Office. Five of the workmen would be provided training as Watchmen-cum-Driver so that they are able to carry out the responsibilities of the job and fitted appropriately in the pay scale of Rs. 80-18-170-22-390-28-950 and may be posted either at the Technology Centre or the Head Office as may be decided after the training. Insofar as Mr. S.R. Bhatkal is concerned he would continue to work as a Mechanic and perform multi-various tasks that would be allotted to him in the Technology Centre at Wadala. As regards Mr. B. Mulik, he would work in R & D Lab at Wadala as General Workman and carry out such assignments that may be allotted to him.

1.2 It is understood and agreed that the service conditions of the workmen would continue to be governed by Settlement dated 11-09-1997, till it remains in force.

2. It is agreed that the following workmen would retire under the Voluntary Retirement Scheme of the Company and would be paid taxable/tax-free compensation as under:

Sl. No.	Name	EMP Code	Tax-Free Compensation	Taxable Compensation
			Rs.	Rs.
1.	Arjun Visharam	1504	5,00,000	Nil
2.	Vijay Shivram	9691	5,00,000	Nil
3.	Sabajit Singh	9691	5,00,000	Nil
4.	Dias F.X.	1171	5,00,000	Nil
5.	Dhanvade B.B.	9983	2,70,364	Nil
6.	Chandrakant Arjun	1551	5,00,000	Nil
7.	Ahire S.B.	1103	4,50,671	Nil
8.	R. J. Madhuram	1307	Nil	1,47,051
9.	Mandrekar P.D.	1308	Nil	1,32,992

2.1 As regards Mr. Arjun Visharam (Emp. Code No. 1504), there has been a dispute regarding his date of birth. It is agreed by and between the parties that his date of birth would be taken from his School Leaving Certificate which is 02-04-1947. Accordingly date of birth in the Company records stands changed from 01-01-1943 to 02-04-1947. The new date of birth would be reckoned for purpose of retirement under the Voluntary Retirement Scheme.

2.2 The Union had raised a dispute that the workmen were entitled to the increments and other allowances for the period they were not required to report for marking their attendance, as it was the company's decision of asking them not to

report for work. The Company, however, contended that since there was no work available and as they were not working, the workmen were not entitled to increments or other occupational allowances. Apart from this, there were also disputes relating to Date of Birth etc. Without prejudice to the rights and contentions of either of the parties, and for a peaceful resolution of the issue, it is agreed as a special case and without setting any precedent, as follows:

(a) 23 workmen on behalf of whom the Union had raised the dispute would be given their normal increment on 1-1-2000 and all calculations having linkage with Basic would be re-worked except those who have already retired under V.R.S., i.e. Mr. E. Fernandes (Emp. Code No. 1196), Mr. S. Gole (Emp. Code No. 9822) and Mr. R.K. Nanduskar (Emp. Code No. 9981), whose cases would be dealt with separately.

(b) Insofar as the other allowances are concerned, it is agreed that each of the workmen would be paid lump sum amounts in full and final settlement of all their claims as per Annexure 'B' attached hereto.

(c) In respect of M/s. E. Fernandes, Employee code 1196, S. Gole, Employee code 9877 and R.K. Nanduskar, Emp code 9981, as they have already retired under the Voluntary Retirement Scheme of the Company, they would be given a lumpsum amount in lieu of re-workings etc. as under :

Sl. No.	Name	EMP Code	Lumpsum Amt (Rs.)
1.	E. Fernandes	1196	76,578
2.	S. Gole	9877	69,194
3.	R.K. Nanduskar	9981	70,522

(d) In so far as Mr. Eknath Toraskar (Emp. Code No. 1591) and Mr. Kisan Baloo, (Emp. Code No. 9401) in whose cases there have been disputes on the age, it is agreed that the age as communicated to the Union vide company's letter dated 9-6-98 would be taken. In terms of this they would be taken on rolls and there after they would retire under the Voluntary Retirement Scheme w.e.f. 25-09-2000. The arrears of salary, their retirement dues like P.F., Gratuity etc. are re-worked and the details of the same are enclosed hereto and marked as Annexure 'C'.

(e) It is further agreed that as the Company was not in a position to provide gainful employment to the workmen who are retiring under Voluntary Retirement Scheme as per Clause No. 2 above,

in order to provide them an assistance to settle down after taking up alternate employment and for peaceful resolution of the issue, the Company in consideration thereof would pay lumpsum amounts within 15 days from the date on which the same would accrue and become payable to the workmen concerned as per table in Annexure 'D' attached hereto.

3. It is agreed by and between the Parties that such of the workmen who retire under the Voluntary Retirement Scheme of the Company would be covered under a Mediciam Policy for Hospitalisation upto Rs. 50,000/- (Rupees Fifty Thousand Only) per annum, each for self, spouse and two dependent children upto 21 years of age for a period of 10 years or upto the age of retirement of workmen concerned, whichever is earlier.

3.1 The premium to the aforesaid Mediciam Policy would be paid by the Company. The Mediciam covers only Hospitalisation and the procedure for the claims would be communicated to the workman separately.

3.2 As the Mediciam would be operative only after one year, the Hospitalisation in case of emergencies will be extended through Shushrusha Hospital, Shivaji Park, Dadar through the Company Doctor. After 25-09-2001 the aforesaid arrangement with Shushrusha Hospital would cease and the workmen would have to avail of the benefits under the mediciam hospitalisation policy.

3.3 It is clarified that DOMICILIARY EXPENSES are not covered in the above and the same will have to be borne by the concerned workman.

4. The Union has spent a considerable sum of money for litigation etc. and had requested the company to partly defray the expenses. The Representatives of the company contended that the company was in no way responsible for the same. However, considering the extenuating circumstances and the fact that closure of M.S. Warehouse has been amicably resolved, it is agreed that as a special case and without setting any precedent for the future, part expenses of the Union would be paid to them. Accordingly, it is agreed that a sum of Rs. 35,000/- would be paid to the Petroleum Workmens Union after the entire issue has been resolved.

5. It is understood and agreed by and between the parties that pursuant to the above all the issues of the workmen have been fully resolved and no claim of any nature whatsoever shall be made either by the workmen or by the Union and a copy of the Settlement would be filed before the Central Government Industrial Tribunal No. 2 in Reference No. 27 of 2000 for passing "No Dispute Award" and the

conciliation proceedings before the Asstt. Labour Commissioner (Central) regarding Mr. E. Toraskar for closure of the conciliation proceedings.

5.1 It is agreed between the parties that the payment of Rs. 35,000/- to the Union referred to in para 4 would only be made after a joint application is made by the parties for passing of "No Dispute Award" and for the closure of the conciliation proceedings regarding Mr. Eknath Toraskar.

6. It is agreed by the company that Union's contribution from the 23 workmen as per Annexure 'E' attached hereto would be deducted from the dues payable immediately and only the net amount would be paid to the individual workmen concerned.

7. It is understood and agreed that benefits under this Settlement would be extended to only those workmen who give individual undertaking through the General Secretary, Petroleum Workmen's Union to abide by the terms of this Settlement.

8. It is understood and agreed between the parties that all and any issues relating to unit at M.S. Warehouse have been fully and amicably resolved, Consequently to this, the Company would be free to deal with property of M.S. Warehouse (moveable and immovable like land, furniture, fixtures etc.) as it deems fit and proper.

9. It is understood and agreed between the parties that any and all payments made pursuant to this Settlement shall be subject to deduction of tax at source as per the provisions of the Income Tax Act, 1961.

10. It is agreed by and between the parties that a copy of the Settlement shall be forwarded jointly to the authorities to whom the same has to be sent as per the provisions of Industrial Disputes Act, 1947.

Now Therefore in witness whereof the parties have set their hands on this 25th day of SEPTEMBER, 2000.

Representing Company		Representing Workmen	
For CASTROL INDIA LIMITED		For PETROLEUM WORKMEN'S UNION	
Name	Signature	Name	Signature
P.M. Augustin, Head-Mgmt. Development & Emp. Relations	Sd/-	P.S. Desai President	Sd/-
V.V. Narayanan Sr. Manager—HR	Sd/-	S.V. Damle General Secretary	Sd/-
A.A. Bulwalli Dy. Manager—HR & Admin	Sd/-	A. Yadav	
		Arjun Vishram	Sd/-

Copy to :

1. Assistant Labour Commissioner (Central)  
Govt. of India, Ministry of Labour  
Office of the Regional Labour Commissioner  
(Central),  
Shram Raksha Bhawan, Opp. Priyadarshini  
Shivsrishti Road, Sion East,  
MUMBAI-400 022.
2. Regional Labour Commissioner (Central)  
Govt. of India, Ministry of Labour

- Office of the Regional Labour Commissioner  
(Central)  
Shram Raksha Bhawan, Opp. Priyadarshini  
Shivsrishti Road, Sion East,  
MUMBAI-400 022.
3. Chief Labour Commissioner (Central)  
New Delhi.
  4. Secretary to the Govt. of India  
Ministry of Labour  
NEW DELHI.

9th November, 1998

BY REGISTERED POST A.D.

To  
The General Manager (Western Region),  
M/s Castrol India Ltd.,  
Reay Road, Mumbai 400 010.  
Ref. : Your Notice dated November 6-1998  
Sir,

We have been informed by our members of a notice dt. 6-11-1998, which you have unilaterally displayed on the factory notice board and have also immediately implemented. We must regretfully say that the contents have shocked us. We have the following say in response :

1. You say that negotiations with the Union, in respect of the workmen not transferred and remaining after the settlement dt. 14-10-1998, are in progress, which is just not true. There has been no negotiation/discussion in respect of the said workmen after the settlement dt. 14-10-1998.
2. The said settlement specifically states that the matter of remaining workmen will be dealt with as per the existing law. But you have brazenly contravened this clause by replacing your permanent watchmen by new contract watchmen immediately after putting up the said notice and by actually preventing the regular workmen from entering the Company premises at Reay Road.
3. The subsisting long term settlement dated 11-09-1997, makes it binding on you to provide work to the workmen covered by the settlement. Only paying them their monthly salary does not absolve you of your commitment under the said settlement. You have taken this step only with a view to terrorise and pressurise the workmen to accept the Voluntary Retirement Scheme, which you have been trying to thrust down the throats of your workmen. In fact your officers have time and again been telling the workmen that the notice under reference has been necessitated because the workmen have not been accepting the Voluntary Retirement Scheme.
4. Please note that your above action amounts to a lock-out without compliance of the provisions of Law and therefore an illegal lockout and the same is an unfair labour practice on your part. We, therefore, reject the said notice. Please note that our members shall report for duty normally every day to seek work and they will accept their monthly salaries at the factory only, on the normal pay-day.

In view of the facts stated above, we make the following demands on you.

#### DEMANDS

1. "that all the workmen those names are listed in the annenure attached herewith , should be allowed to enter the factory premises forthwith and they should be provided regular and normal work;"

2. "that the fresh contract watchmen that you have appointed in place of your regular permanent watchmen with effect from 06-11-1998 be discontinued immediately and your regular permanent watchmen be given their normal regular work."

We trust you will concede the above demands in full on receipt of this letter, telling which we will be constrained to take such steps as we deem fit to secure the grievance of our members.

Yours faithfully,

For PETROLEUM WORKMEN'S UNION

(V.V. DAMLE)

General Secretary

C.C. to the Regional Labour Commissioner (Central), Sion.

#### ANNEXURE 'C'

REF. CLAUSE No. 2:2(d) of Settlement dated 25-09-2000.

#### STATEMENT OF ARREARS OF SALARY & RETIREMENT DUES LIKE P.F., GRATUITY, ETC.

Sr. Employee No.	Name	Basic + DA + FDA Difference	HRA 5%	Education Allowance	Conveyance Allowance	Compensatory Allowance
1. 1591	EKNATH KASHIRAM	77421	3871	800	3720	1960
2. 9401	KISAN BALOO	65826	3291	700	3255	315

VRS Taxfree Compens.	PF on Arrears	Differential Gratuity	PL Encashment	CL Encashment	Misc. Allow.	Total
500000	10384	25504	9110	6642	11165	839367
500000	8464	14585	8181	6532	11165	813545

NOTE : A Sum of Rs. 12,455/- will be deducted from the dues of Mr. Eknath Kashiram and Rs. 9,643/- from Mr. Kisan Baloo towards interest recovery from Gratuity received by them earlier.

#### ANNEXURE 'D'

Ref. Clause 2.2(e) of Settlement—Statement of amounts that would accrue and become payable within 15 days from the dates mentioned hereunder in respect of each of the Workmen

Date of Accrual & due date of payment	P.D. Mandrekar E. Code 1308	R.J. Madhuram E. Code 1307	B.B. Dhanawade E. Code 9983	S.B. Ahire E. Code 1103	Chandrakant Arjun E. Code 1551	Arjun Vishram, E. Code 1504, Vijay Shivram, E. Code 9823, E. Kashiram, E. Code 1591, Kisan Baloo, E. Code 9401. F.X. Dias, E. Code 1103, Satajit Singh, E. Code 9691
October 1, 2000	367000	352949	0	50000	0	0
October 1, 2001	125000	125000	125000	125000	125000	120000
October 1, 2002	125000	125000	125000	125000	125000	116480
October 1, 2003	125000	124680	125000	123740	124678	
October 1, 2004	32640		125000			
October 1, 2005			88063			
October 1, 2005						
October 1, 2006						
October 1, 2007						
October 1, 2008						
October 1, 2009						



## ANNEXURE 'E'

Ref. Clause No. 6 of Settlement dated 25-09-2000

## UNION CONTRIBUTION IN RESPECT OF 23 WORKMAN

Sr. No.	Name of the Employee	Emp Code No	Union Contribution (in Rs)
1.	AHIRE S B	1103	35217
2.	DIAS F. X.	1171	47129
3.	MADHURAM R.J	1307	30394
4.	MANDREKAR P D	1308	30339
5.	ARJUN VISHRAM	1504	49823
6.	CHANDRAKANT ARJUN	1551	49137
7.	SABHAJIT SINGH	9691	45766
8.	VIJAY SHIVRAM	9823	44460
9.	DHANAWADE B B.	9983	29129
10.	EKNATH KASHIRAM	1591	25144
11.	KISAN BALOO	9401	24296
12.	E FERNANDES	1196	19727
13.	S. GOLE	9877	11741
14.	R.K. NANDUSKAR	9981	11781
15.	S.R. BHATKAL	1121	24658
16.	SHANKAR JANOO	9967	17752
17.	KISAN RAJARAM	9968	17752
18.	GREGORY M. MENEZES	9971	17699
19.	YADAV AKSP	9974	20261
20.	DINKAR VISHRAM	9975	20261
21.	B.K. MULIK	9982	20508
22.	S G. DHUTRE	9973	15164
23.	A G. SURVE	9978	17280

नई दिल्ली, 20 जून, 2001

कांशा 1516—केन्द्रीय सरकार मनुष्य है कि लोकहित में ऐसा अपेक्षित है कि भारत सरकार टकमान, नोडा में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए।

अतः अथ, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव में छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[म. एम-11017/1/94-आ. म. (नं. वि.)]

एच सी गुप्ता, अवर सचिव

New Delhi, the 20th June, 2001

S.O. 1516.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Govt. Mint, Noida which is covered by item 11 of the First Schedule to the Industrial Disputes

Act, 1947 (14 of 1947), should be declared to be a public utility services for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/1/94-IR(PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 20 जून, 2001

कांशा 1517—केन्द्रीय सरकार मनुष्य है कि लोकहित में ऐसा अपेक्षित है कि भारत सरकार टकमान, नोडा में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए।

अतः अथ, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त

उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[म. एस-11017/1/96-आ.सं. (नि.वि.)]  
एच. सी. गुप्ता, अवर सचिव

New Delhi, the 20th June, 2001

S.O. 1517.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Govt. Mint, Hyderabad which is covered by item 11 the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility services for the purposes of the said Act :

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/1/96-IR(PI)]  
H. C. GUPTA, Under Secy.

नई दिल्ली, 20 जून, 2001

का.आ. 1518.—केन्द्रीय सरकार संतुष्ट है कि लोक-हित में ऐसा अपेक्षित है कि भारत सरकार टंकमाल, कलकत्ता में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (६) के उपखंड (६) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[म. एस-11017/1/97-आ.सं. (नि.वि.)]  
एच. सी. गुप्ता, अवर सचिव

New Delhi, the 20th June, 2001

S.O. 1518.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Government Mint, Calcutta which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act :

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/1/97-IR(PI)]  
H. C. GUPTA, Under Secy.

नई दिल्ली, 20 जून, 2001

का.आ. 1519.—केन्द्रीय सरकार संतुष्ट है कि लोक-हित में ऐसा अपेक्षित है कि भारत सरकार टंकमाल, मुम्बई में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 11 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (६) के उपखंड (६) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/14/97-आ.सं. (नि.वि.)]  
एच. सी. गुप्ता, अवर सचिव

New Delhi, the 20th June, 2001

S.O. 1519.—Whereas the Central Government is satisfied that the public interest requires that the services in the India Government Mint, Mumbai which is covered by item 11 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility services for the purposes of the said Act :

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/14/97-IR(PI)]  
H. C. GUPTA, Under Secy.

नई दिल्ली, 20 जून, 2001

का.आ. 1520.—केन्द्रीय सरकार संतुष्ट है कि लोक-हित में ऐसा अपेक्षित है कि सिक्कुरी पेपर मिल, होशंगाबाद में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 21 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (न) द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजन के लिए तत्काल प्रभाव से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[स. एस-11017/16/97-आई. सी. (पी. एल.)]

एच. सी. गुप्ता, अवर सचिव

New Delhi, the 20th June, 2001

S.O. 1520.—Whereas the Central Government is satisfied that the public interest requires that the services in the Security Paper Mill, Hoshangabad which is covered by item 21 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility services for the purposes of the said Act :

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/16/97-IR(PI)]

H. C. GUPTA, Under Secy

नई दिल्ली, 20 जून, 2001

का आ 1521.—केन्द्रीय सरकार मनुष्य हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (VI) के उपबंधों के अनुसरण में भारत सरकार के अमर मंत्रालय की अधिसूचना संख्या का आ 2752 दिनांक 1 दिसम्बर, 2000 द्वारा भारत सरकार टकमाल, चेन्नलपल्ली को उक्त अधिनियम के प्रयोजनों के लिए 26-12-2000 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः अद्य, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (VI) के परन्तुक द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजन के लिए 26-06-2001 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. ग. एस-11017/3/98-आई. सी. (पी. एल.)]

एच. सी. गुप्ता, अवर सचिव

New Delhi, the 20th June, 2001

S.O. 1521.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 2752 dated 1st December, 2000 the services in India Govt. Mint, Cherlapally to be a public utility service for the purpose of the said Act, for a period of six months from the 26-12-2000.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 26-6-2001.

[No. S-11017/3/98-IR(PL)]

H. C. GUPTA, Under Secy.

